

**Appendix B: IGA between the Town of Tusayan and  
Grand Canyon Unified School District #4**

**INTERGOVERNMENTAL AGREEMENT FOR  
IMPROVEMENTS, JOINT USE, MAINTENANCE AND REPAIR OF  
OUTDOOR RECREATIONAL AND EDUCATIONAL FACILITIES**

This Intergovernmental Agreement ("Agreement") is entered into as of June 10 2020, by and between the Town of Tusayan, a municipal corporation duly organized and existing in the County of Coconino and State of Arizona (the "Town"), and the Governing Board of Grand Canyon Unified School District No. 4 of Coconino County, Arizona, a political subdivision of the State of Arizona (the "District"). This Agreement supersedes all prior Agreements between the Parties with regard to the property herein described. Each of the Town and District may be referred to as a "Party" and collectively may be referred to in this Agreement as the "Parties."

**R E C I T A L S**

WHEREAS, the District owns acreage, the legal description of which is attached to this Agreement as Exhibit A, located in the Town (the "Property"), a portion of which is suitable for a combined school and community recreational and educational improvements; and,

WHEREAS, the District is willing to allow the Town to construct or cause to be constructed recreational and educational improvements (the "Facility") on a certain portion of the Property consisting of up to approximately 30.82 acres, (the "Premises"), and collectively with the Facility, for use by the District and the general public; and,

WHEREAS, the Town desires recreational and educational facilities located in the Town for use by the District and the general public; and,

WHEREAS, the Town is willing to construct, or cause to be constructed, the Facility on the Premises, to supervise Facility operations, and, assist with maintenance and repairs of the Facility; and,

WHEREAS, each Party has determined that the consideration it will receive from the other Party is adequate and that the Parties will receive roughly equivalent value in benefits as a result of this exchange; and,

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for joint or cooperative action; Arizona Revised Statutes Sections 15-341, 15-342 and 15-364, authorizing school districts, *inter alia*, to manage, control, furnish, repair and improve school property, to enter into intergovernmental agreements, to lease school property to a city for a public purpose, and, to contract with cities for the cooperative maintenance, operation and use of recreational facilities; and Arizona Revised Statutes Section 9-240 authorizing a common council to control the property of the Town; and the inherent powers of the Town to provide for the health and welfare of its citizens;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

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## AGREEMENT

The foregoing RECITALS are incorporated into this Agreement by this reference.

**1. PURPOSE.** The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the design, construction, use, operation, maintenance, and repair of the Facility,

**2. TERM.** The term of this Agreement shall commence on July 1, 2020, and shall terminate on June 30, 2025; provided, however, that this Agreement is subject to automatic renewal for six (6) successive five-year periods, unless either Party elects to terminate in accordance with the terms and conditions of this Agreement.

**3. FACILITY DEVELOPMENT.** The District shall allow the Town to construct or cause to be constructed recreational and educational improvements ("Sports Complex Improvements") on a certain portion of the Property consisting of up to approximately 30.82 acres at locations determined by the Town. Approval of such improvements shall involve a two-step process.

A. Prior to constructing Sports Complex Improvements, the Town will propose a conceptual site plan, including the construction concept proposition from the Town, the timeline for completion, and the nature of the improvements including cost, size, color, shape, material, texture, style and location, for the Sports Complex Improvements to the District governing board ("District Board") for approval. The Sports Complex Improvements are subject to the approval of the District Board based solely on whether the proposed Sports Complex Improvements are consistent with the requirements of the Land Grant and AIA requirements. If the Sports Complex Improvements are not approved by the District Board within sixty (60) days after the date that the Town submits the Sports Complex Improvements Information to the District Board, such dispute shall be submitted to arbitration pursuant to Section 15 of this Agreement. Following approval of the Sports Complex Improvements site plan, either by the District Board or pursuant to arbitration, the Town may construct the approved Sports Complex Improvements. Following approval of the improvements, if there are changes to the approved project that cumulatively deviate plus or minus in excess of 30% financially, or 10% of the footprint, the Town will present the revised plan to the District Board for approval.

B. Prior to the issuance of the first building permit for the construction of Sports Complex Improvements, the Town must submit to the work group established pursuant to Section 5 of this Agreement, a fully executed construction contract for the proposed Sports Complex Improvements that includes a final completion date and liquidated damages. Following the commencement of construction of the Sports Complex Improvements, changes to the location, size, color, texture and style of the Sports Complex Improvements may be made following approval by a majority of the work group established pursuant to Section 5 of this Agreement.

**4. FEE AND SERVICES.** Pursuant to ARS Section 15-1105(A), the District may lease school property to any organization for recreational purposes in the interest of the community. The District must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to the District. The District hereby grants to the Town a non-exclusive license to construct, use, operate and maintain the Facility.

A. The reasonable use fee charged to the Town for the license to use the Premises shall be services rendered by the Town and Section 7 (Obligations of Town) herein.

**B. Town may set fees for use of all or any portion of the Facility and collect such fees and revenues in a separate bank account from which Town will pay the expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility except as expressly provided elsewhere in this Agreement.**

**5. MEETINGS.** During the term of this Agreement, a work group comprised of two representatives of the Town, two representatives from the District, and one at-large member who resides within the community, but who is not an employee or representative of either Party, shall meet not less than quarterly to discuss the Facility and the status of use, maintenance and repair. The at-large community member shall be appointed by the other four members of the work group. The Parties shall designate one person to be the point of contact for issues regarding this paragraph to be brought back to the Council and Governing Board for consideration. The Town's designated person shall be the "Town Liaison" and the District's designated person shall be the "District Liaison." The Parties may change the person designated as the Party's liaison by notifying the other Party.

**A. Should maintenance or repair of any part of the Facility require closure of any portion of the Facility, the Town's liaison shall report such to the District's liaison as soon as practicable after learning of the impending closure.**

**B. As soon as practicable after the District establishes a calendar for its academic year and knows what dates it will be using the ball fields at the Facility, the District liaison shall notify the Town liaison of such dates.**

**C. During the term of this Agreement, the work group shall discuss and determine (a) the schedules for the use of Facilities and any projected closure dates; (b) any required maintenance or repair of the Facilities; (c) any proposed capital improvements to be made in the foreseeable future; and (d) any other matter concerning the Facilities that may arise. With regard to the improvements, the District retains authority regarding the "educational purpose" requirements of the Land Grant from the Federal Government, it is the Parties' intent that the Town retain substantial control over the specific details of the improvements, due to the investment into the Facilities. Meetings shall be held prior to the beginning of each semester of the District calendar. Prior to June 15 each year, the District shall notify the Town of the dates for the meetings to be held in the upcoming year. Meeting dates may be rescheduled by mutual agreement of the Parties, and the time of day the meeting is to be held shall be as agreed upon by the Parties. Other meetings may be held as necessary and may be called by either Party following not less than forty-eight hours' notice to the other Party.**

**6. USE.** The Parties each represent that the Facility will be used only for the purpose of a public outdoor recreational and educational facility. The Parties agree to comply with all applicable state, federal or municipal laws and regulations, and with the policies and regulations of the District pertaining to the use and occupancy of the Facility. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by either Party. Both Parties agree to work together to comply with the requirements of the Land Grant to the District, and the applicable reversionary interest.

A. The District shall at all times retain ownership of the Premises, shall have priority to use the Facility, and shall be charged no fee by the Town for such use. The District shall present to the Town a list of the dates and times during which the District will be using the Facility. Such list shall project a minimum of three months of time but should project as far into the coming fiscal year as is practicable.

1. When the District is using the Facility, for any event or activity, the District shall be responsible for expenses related to supervision, security, and supplies used in connection with such use.

2. After use of the Facility by the District for any event or activity, the District will be responsible for trash pickup and ensuring the trash is placed in the proper trash receptacles at the ball fields, but shall not be responsible for emptying the trash receptacle or removing it from the Facility.

3. If, during use of the Facility by the District, damage to the Facility is caused by the District, its students or invitees, then the District shall be responsible for the cost of repairs or replacement of the damaged property; provided, however, that the District will not be responsible for damage resulting from lack of preventative maintenance.

B. Subject to Paragraph A of this Section, the Town may schedule Town-sponsored events at the Facility.

C. Subject to Paragraph A and Paragraph B of this Section, the members of the general public may have access to and use of the Facility at any times designated by the Town.

D. If an emergency prevents a scheduled use of the Facility by the District, the Party knowing of the emergency shall notify the other Party as soon as is practicable following discovery of the emergency situation, and the Town shall use all reasonable effort to accommodate the District in rescheduling use of the improvements. As used herein, the term "emergency" shall mean (1) a condition of force majeure or Act of God, (2) an unforeseeable human-caused event (such as vandalism or bombing) not caused by a willful or intentional act of a party or any official, officer, employee or agent of a Party, or (3) an unforeseeable (with the exercise of reasonable diligence) scheduling conflict with an essential (i) government function in the case of the Town, or (ii) a school function in the case of the District.

E. During the term of this Agreement, if the District willfully and intentionally refuses to allow reasonable usage by the Town and the Community, as contemplated pursuant to this Agreement and for other than a reason outlined in paragraph 6(D) above, the Town may be entitled to damages or an order allowing continued use of the Facility. The Parties agree to promptly arbitrate the question of entitlement to damages, and the amount of any damages, or an order allowing continued use of the Facility upon written notice provided by the Town to the District.

## **7. OBLIGATIONS OF THE TOWN.**

A. The Town shall provide and maintain such supervision and security at the Facility as may be necessary in Town's discretion to ensure that all members of the general public using the Facility shall have proper access to the Facility and shall not enter any part of the land, buildings or improvements of the District, other than the Facility for use of which authority is herein granted, and the Town shall

provide within ninety (90) days of execution of this Agreement, and update as appropriate, a security plan for the Facility to be set in the Town's discretion;

B. Except as provided in Section 6(A) above, the Town shall be responsible for all expenses related to the supervision, security and supplies required in conjunction with activities conducted at the Facility, and for the control, administration and supervision of its personnel and of the programs and activities so conducted;

C. The Town shall bear primary responsibility for the maintenance of the Facility, to the standard or level to which the Facility has been so improved; provided, however, that the District shall allow the Town reasonable access to the Facility in order to maintain it and continue to provide trash pick-up and such other routine daily maintenance as shall be required at the Facility.

D. The Town shall maintain any and all records properly required for and associated with the construction and operation of the Facility; and,

E. The Town shall be responsible to inspect the Facility and all fixtures and equipment used therein for safety conditions and for damage on a schedule as determined by the Town, and shall repair and maintain the Facility in accordance with recreation industry standards, generally, and with all applicable health and/or safety standards, rules, regulations and laws.

F. The Town may request financial assistance from the District for maintenance and repair of the Facility. The District, in its sole discretion and based on budgeted funds, may agree to pay for the cost of repair and maintenance upon presentation of invoices showing the actual cost of the repair or maintenance. Payment, if approved, will be made within thirty (30) days of District Governing Board approval of such invoices. If the District fails to approve payment of the cost, the District will notify the Town not less than five (5) days after the Governing Board meeting in which payment of the invoices was not approved. The provisions of this Section 7(F) shall not limit the District's obligation to make payments to the Town as required by Section 6(A).

8. **EMPLOYEES.** Agents, employees and contractors hired by a Party to provide supervisory, security or other services at the Facility shall be and remain the agent or employee of the Party by whom the agent, employee or contractor is hired, and such Party shall be the primary employer for workers compensation purposes. Except as provided in this Section 8, neither the District nor its officers, administrators, employees or students shall be considered as an employee of Town or be entitled to receive any employment-related wages or benefits from the Town, neither the Town nor its officers, administrators or employees shall be considered as an employee of the District or be entitled to receive any employment-related wages or benefits from the District. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this Agreement, is deemed to be an employee of both the party who is the employee's primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

#### 9. INDEMNIFICATION.



A. To the extent allowed by Arizona law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as "Claims") arising out of this Agreement, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor or its officers, officials, agents, employees, or volunteers.

B. District has no knowledge and has received no notice of any pollution, health, safety, fire, environmental, sewerage or building code violation, as those terms are defined in any hazardous substance laws. The Town will not permit to occur any release, spillage, emission, generation, manufacture, storage, treatment, transportation, or disposal of hazardous material as that term is defined in any hazardous substance laws, on, in or from the Premises, except strictly in accordance with applicable environmental laws with respect to those hazardous materials that are necessary for the daily operation of the Town's business.

(1) To the extent permitted by law, the Town agrees to indemnify, defend (with counsel acceptable to the District at Town's sole cost), and hold the District, the District's officers, administrators, employees, and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages) disbursements, or expenses of any kind (including reasonable attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred, by, or asserted or awarded against the District or any of them in connection with or arising from or out of any violation or claim of violation by the Town of any environmental law; or the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of hazardous material.

(2) To the extent permitted by law, the District agrees to indemnify, defend (with counsel acceptable to the Town at District's sole cost), and hold the Town, the Town's officers, administrators, employees, and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages) disbursements, or expenses of any kind (including reasonable attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred, by, or asserted or awarded against the Town or any of them in connection with or arising from or out of any violation or claim of violation by the District of any environmental law; or the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of hazardous material by the District.

C. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by a Party to indemnify, defend and hold harmless the other Party shall be limited to and payable only from the indemnifying Party's available insurance, or self-insurance coverage for liability assumed by contract, if any, available as part of its general liability insurance program.

10. INSURANCE. Each Party to this Agreement shall procure and maintain for the duration of the Agreement, Commercial General Liability Insurance against claims for injury to persons or damage to property which may arise from or in connection with the construction, development and operation of

the Facility. Such policy shall include broad form contractual coverage and shall name the other Party as an additional insured. Nothing in this Section shall be construed to prohibit a Party from being self-insured.

A. The minimum amount of such coverage shall be in the amount of Two Million Dollars (\$2,000,000) for each occurrence. One Million Dollar (\$1,000,000) Products and Completed Operations Annual Aggregate and a Four Million Dollar (\$4,000,000) General Aggregate Limit.

B. The insurance requirements herein are minimum requirements for this Agreement.

C. If any part of this Agreement is contracted, subcontracted or vended, each Party shall require its contractor(s), subcontractor(s), and vendors to name the other Party as an additional insured to the same extent they are named as an additional insured as required under the contract.

11. OWNERSHIP OF EQUIPMENT, FIXTURES, AND IMPROVEMENTS. All tangible personal property (such as equipment, supplies and materials) brought to or used upon a Facility shall be and remain the property of the Party providing the property. All fixtures and improvements installed or affixed in or upon the Premises shall become the property of the District at the time installed or affixed.

12. AUTHORITY TO CONTRACT. Each Party represents and warrants that it has full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and has taken all required acts or actions necessary to authorize the execution and performance of the Agreement. Each Party represents and warrants that the person signing this Agreement on that Party's behalf has been duly authorized by the Party to sign and bind the Party to this Agreement.

13. NOTICES. Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this Section:

If to the Town:

Town Manager  
Town of Tusayan  
P.O. Box 709  
Tusayan, Arizona 86023

If to the District:

Superintendent  
Grand Canyon Unified School District No. 4  
P.O. Box 519  
Grand Canyon, Arizona 86023

14. INTEGRATION. Each of the Parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed herein, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby unenforceable unless expressed in this Agreement.

15. AMENDMENT, DISPUTE RESOLUTION AND TERMINATION. This Agreement may be modified or amended only by written agreement executed by both Parties.

A. The Parties hereby covenant and agree to make all reasonable effort to resolve any and all disputes arising under this Agreement in an efficient, expeditious, fair, and inexpensive manner. The Parties agree to submit any and all disputes arising under this Agreement to arbitration, the expense of



which shall be shared, but each Party shall bear its own cost of presentation before the arbiter, including the cost of attorney fees if the Party desires legal representation at the arbitration.

B. The District may terminate this Agreement for a reason other than outlined in Paragraph 6, by providing written notice of intent to terminate to the Town not less than ninety (90) days prior to the effective date of such termination; provided, however, that the Parties agree to submit the proposed termination to arbitration pursuant to Section 6(E) within that ninety (90) day time period to determine the question of the Town's entitlement to damages, and the amount of any damages.

C. If the Agreement is terminated by the Town, the Town shall be responsible for an annual payment to the District of twenty-five thousand dollars (\$25,000) for the maintenance and repair of the Facility. Payments for Facility maintenance and repair shall be made at the start of each fiscal year. If, for any reason, funds are not appropriated by the Town to provide for maintenance of the Facility, the Town may terminate the Agreement at the end of the fiscal period in which the last appropriation occurred, following notice delivered not less than ninety (90) days prior to the end of same fiscal year. Such termination may terminate any right by the Town and/or the public to utilize the Facility.

D. This Agreement may be cancelled for conflict of interest pursuant to Arizona Revised Statutes § 38-511.

16. **NO ASSIGNMENT; BINDING EFFECT.** The benefits of this Agreement may not be assigned by either Party. The duties and obligations of this Agreement may be delegated by either Party and shall be binding upon the successors and delegees. No delegation shall relieve a Party of obligations under this Agreement unless the delegee assumes the obligations of the Party in writing and delivers such to the other Party.

17. **SEVERABILITY.** In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the Parties hereto.

18. **WAIVER.** No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, of or any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

19. **NONDISCRIMINATION.** Neither Party shall discriminate against any person in any way because of the person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out the Party's duties under this Agreement. Each Party shall comply with the provisions of Arizona Executive Order 75-5, as amended from time to time, the terms of which are incorporated herein by reference.

20. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

21. **COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS.** Each Party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A). The Parties acknowledge that pursuant to A.R.S. § 41-4401 a breach of this


warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Parties retain the legal right to inspect the papers of any employee who works for either Party to ensure compliance with this warranty.

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22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

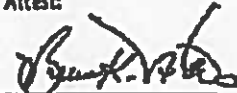
FOR TOWN:

  
Mayor Craig Sanderson

FOR DISTRICT:

  
Board President

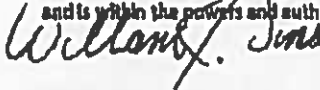
Attest:

  
Clerk

Attest:

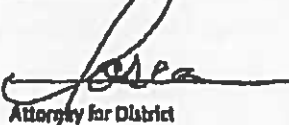
  
Clerk

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the Town of Tusayan, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the Town.

  
\_\_\_\_\_  
Attorney for Town

Attorney for Town

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for Grand Canyon Unified School District No. 4 of Coconino County has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the District.

  
\_\_\_\_\_  
Attorney for District

Attorney for District

**PROPERTY BOUNDARY DESCRIPTION**

A portion of Tract 39, situated in Sections 24 and 25, Township 30 North, Range 2 East, Gila and Salt River Meridian, Coconino County, Arizona, as delineated on the U.S. Bureau of Land Management Dependent Resurvey map 1247-C, described as follows:

**BEGINNING** at Point AP1 as designated on said map;

Thence North 43°57'00" East, 805.86 feet along the northwest line of said Tract 39 to AP8;

Thence North 22°02'00" West, 323.40 feet along the northeast line of said Tract 39 to AP7;

Thence South 47°55'00" East, 595.98 feet along the northeast line of said Tract 39 to AP6;

Thence South 49°46'00" East, 473.88 feet along the northeast line of said Tract 39 to AP5;

Thence South 40°39'00" West, 2,249.94 feet along the southeast line of said Tract 39 to AP4;

Thence North 49°21'00" West, 500.00 feet along the southwest line of said Tract 39;

Thence North 40°39'00" East, 1,308.22 feet;

Thence North 49°18'28" West, 328.71 feet to the POINT OF BEGINNING.

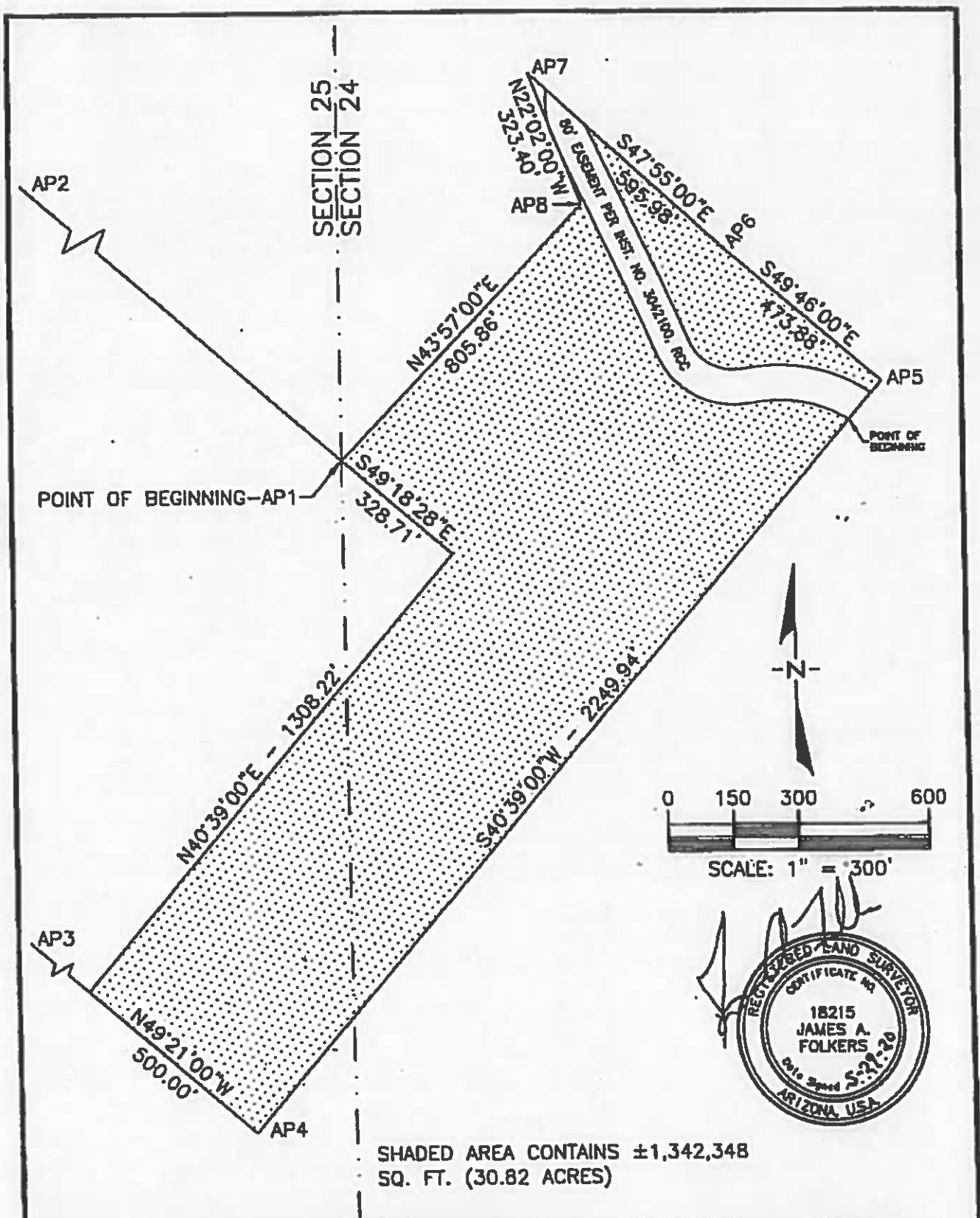
**EXCEPT** any portion of the parcel described as Easement A in Instrument No. 3042100, Records of Coconino County, Arizona, lying within the parcel described above.

**CONTAINING** 1,342,348 square feet (30.82 acres), more or less, as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

**SUBJECT** to easements and other encumbrances of record.

Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 116675



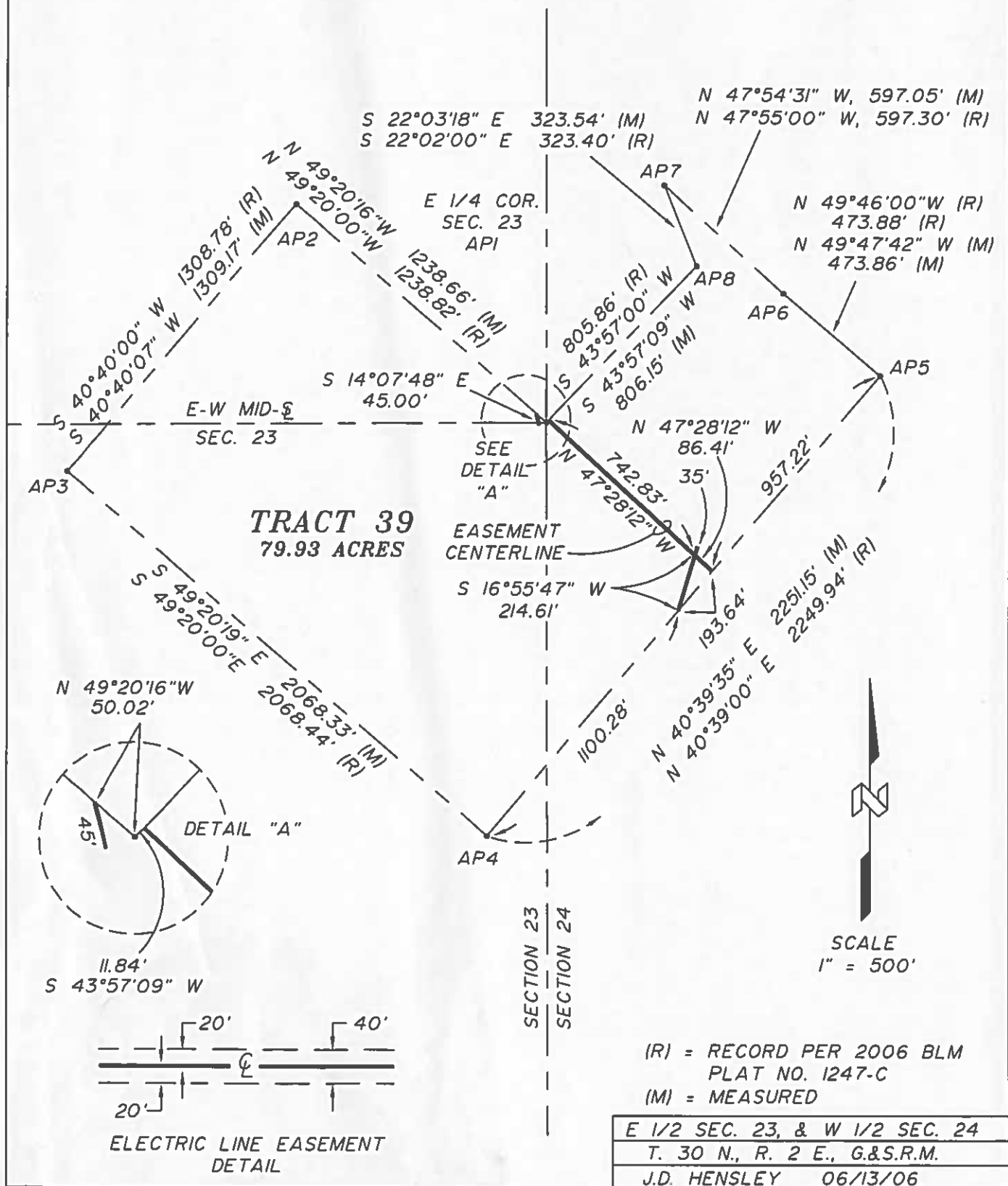


DRAWN BY: JAF  
DATE: 5-29-20  
FN: EXHIBIT  
PROJECT NO.: 116675

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
124 N. ELLEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4846

EXHIBIT DRAWING

SKETCH SHOWING LOCATION AND LIMITS OF  
UTILITY EASEMENT





**Appendix C: Decision Notice and Finding of No  
Significant Impact - Conveyance of National Forest  
System Land to the Grand Canyon School District #4.**

**Decision Notice  
and  
Finding of No Significant Impact  
Conveyance of National Forest System Land  
to the  
Grand Canyon Unified School District #4**

USDA Forest Service  
Tusayan Ranger District, Kaibab National Forest  
Coconino County, Arizona  
[T. 30 N., R. 2 E., portions of sections 23 and 24]

## **Decision and Reasons for the Decision**

### **Background**

In 2000, Congress passed legislation authorizing the conveyance of National Forest System (NFS) lands to public school districts for educational purposes. Under the Education Land Grant Act of 2000 (ELGA), public school districts may use conveyed lands only for a public or publicly-funded elementary or secondary school, and to provide grounds or facilities related to that school. The law specifies that only a reasonable amount of land may be conveyed as is necessary for the proposed purpose. It also states that no conveyance may exceed eighty (80) acres unless the applicant can demonstrate a need for more land.

The Grand Canyon Unified School District #4 (GCUSD) originally requested an additional 25 acres from the Grand Canyon National Park (GCNP) for expansion adjacent to their current school site (K-12 school located on GCNP land). Their request was denied on January 11, 2002 [Project Record (PR) #2 contains copy of letter]. GCUSD then submitted an application through ELGA on April 10, 2002 to the Kaibab National Forest Supervisor for 29.98 acres of National Forest System (NFS) land for school expansion and teacher housing (PR #2). The Kaibab National Forest Supervisor requested that the school district address and comply with all of the criteria listed under ELGA (see page 2) and resubmit their application. The conveyance of NFS land for teacher housing was not allowed under ELGA. The school was also advised to work with local community members and the Tusayan District Ranger in order to identify a suitable tract of NFS land that would meet their needs and best serve the public interest.

GCUSD formed an ELGA-Grand Canyon School Committee in order to find a suitable site for the construction of a new high school and associated facilities. The committee looked at five distinct sites on NFS land adjacent to the community of Tusayan (Alternatives 2, D, E, F, and G). Criteria for site selection included safety and noise (particularly in relation to the GCNP Airport flight path), good access, and proximity to existing utilities and residential centers. Once site selection was completed, GCUSD resubmitted their written application through ELGA that met all of the criteria and requested 80 acres of NFS land on the Tusayan Ranger District, Kaibab National Forest, on which to build a new high school (application dated July 6, 2005, PR #9). Eighty acres, allowed under ELGA, were requested in order for the site to accommodate other school-related uses and current uses on the property. It also allows the school to retain more of the natural elements on the site and accommodate the terrain during development, as well as the

ability to more fully mitigate safety and noise concerns, and consolidate land ownership by joining its boundaries to the GCNP Airport, private land, and NFS lands. Their application was accepted by the Tusayan District Ranger on July 15, 2005 (PR #10) and met the following ELGA criteria:

1. The application must be in writing.
2. The land must be used by a publicly-funded school district either for elementary or secondary public school grounds or facilities related to those schools or both.
3. The conveyance must be in the public interest.
4. The land requested is no longer needed for the purposes of the National Forest System and the land is identified for disposal in the applicable land and resource management plan under the Forest and Rangeland Renewable Resources Planning Act.
5. The total acreage does not exceed the amount reasonably necessary for the educational use and does not exceed 80 acres.
6. The land will be used for an established or proposed project described in detail in the application and the conveyance would serve public objectives that outweigh the objectives and values served by keeping the land in Federal ownership.
7. The applicant is financially and otherwise capable of implementing the proposed project.
8. The public must be provided an opportunity to comment on disposal of this land, including at least one public hearing or meeting.

Following acceptance of GCUSD's application, the Forest conducted the required analysis, documentation, and public scoping/notification required under the National Environmental Policy Act (NEPA) and ELGA. The environmental assessment (EA) documents the detailed analysis of the proposed action alternative designed to meet the purpose and need, and the no action alternative. Seven additional alternatives were also considered but not analyzed in detail.

### **Legal Description of the Federal Land to be Sold**

The legal description for the federal land to be sold and deeded to GCUSD is:

GILA AND SALT RIVER MERIDIAN, Coconino County, Arizona  
T. 30 N., R. 2 E., Sections 23 and 24 – Tract 39, 79.93 acres  
(BLM Plat approved April 6, 2006 and Field Notes, Book 5773, BLM Records; PR 167)

The Federal land to be sold and deeded to GCUSD in T. 30 N., R 2 E. section 23 is Reserved Public Domain established September 5, 1902 through Forest Lieu Selection Quitclaim Deed under authority of the Organic Act of June 4, 1897. This land has been in continuous Federal ownership since that time. The Federal land to be sold and deeded to GCUSD in T. 30 N., R. 2 E. in section 24 was reserved as National Forest System Land on February 20, 1893 under the Creative Act of March 3, 1891. This land has been in continuous Federal ownership since that time. (See Figure 1. Alternative 2 – Proposed Action Project Area)

### **Decision**

I have decided to implement Alternative 2, the Forest Service Proposed Action and preferred alternative. Alternative 2 conveys 79.93 acres of NFS land at a cost of \$10 per acre to Grand Canyon Unified School District #4 for the purpose of constructing a secondary school and

related facilities that include a high school building, athletic fields and environmental education areas, a school district office, maintenance facility, and cooperative use facilities that support education in the Grand Canyon/Tusayan area. The value of the property has been established by the Education Land Grant Act. My decision will update the Kaibab National Forest Land Management Plan by means of an administrative action. This action will update the Forest Plan's Land Adjustment Map to identify this parcel as available for disposal and acquisition.

GCUSD has met all requirements for ELGA in their written application including detailed plans for the 3-phase development of the land over a 5-10 year period, and the identification of multiple funding sources which demonstrates that they are financially capable of implementing their project proposal (PR #9; EA, pages 14-19).

I selected Alternative 2 because it is the only alternative of the two analyzed in detail that will best serve the public interest, and meet the needs of GCUSD and the educational needs of the communities served by the school district. This particular parcel is adjacent to the Grand Canyon National Park (GCNP) Airport, an Arizona Public Service (APS) Substation, a paved access road, the community of Tusayan, and private residences. Current uses include access to residential areas and the Tusayan Water Reclamation Facility (South Grand Canyon Sanitary District), commercial ATV tour access, and an overhead 69 kilovolt (kV) power line (including a Qwest communication line) that passes through the property. The area has been treated with thinning and prescribed burns to open up the tree canopy and make the area more resistant to catastrophic wildfire that could threaten Tusayan and important infrastructure. This area is a small portion of wildland-urban interface habitat that is impacted by many uses and borders the community of Tusayan and the Airport. Further, this land is not in a high value timber area of the district; does not support any threatened, endangered, or sensitive species habitat; and does not provide a high level of recreation use. The public has had ample opportunity, including a public meeting, to participate in and comment on the proposal (see Public Involvement and Issues sections on pages 7-11). For these reasons, I believe this conveyance to be in the public interest, and will serve public objectives that outweigh the objectives and values served by keeping the land in Federal ownership.

\* Coconino County through its Board of Supervisors is currently evaluating the proposal to accept the portion of the South Long Jim Canyon Loop Drive that provides access to and through the proposed school property (PR #'s 170, 172, 176). If Coconino County declines jurisdiction for the road, then a FLPMA (Federal Land Policy and Management Act) Private Road Easement will be issued to the Grand Canyon Unified School District #4. The decision being made here includes issuance of a FRTA (Forest Roads and Trails Act) Public Road Easement to Coconino County through its Board of Supervisors or issuance of a FLPMA Private Road Easement to the Grand Canyon Unified School District #4.

This alternative meets requirements in the Kaibab National Forest Land Management Plan (as amended), the Education Land Grant Act of 2000, and the National Environmental Policy Act. The United States will be retained a reversionary interest (and cited in the Quitclaim Deed to the United States) in all land conveyed under this law. If at any time after the land is conveyed, the School District attempts to transfer title to or control over the land to another or the land is devoted to a use other than the use for which the land is conveyed, title to the land shall revert to the United States as required by Sec. 202(e) of the Education Land Grant Act. (A Quitclaim Deed is a legal instrument used to release one person's right, title, or interest to another.) \*

## Mitigation Measures and Agreements for Alternative 2 – Proposed Action

Mitigation measures are measures that are taken to minimize potential negative impacts that may occur due to implementation of the proposed action. Mitigation measures are also developed in response to public comments on the proposal. Since this is a land conveyance, special use permits and current easements were also identified for GCUSD, as well as the protocol to manage these uses. The following mitigation measures, agreements, and monitoring activities are included as part of my decision to implement Alternative 2 and will be incorporated into the Quitclaim deed as noted:

1. The 79.93-acre proposed school site has a common boundary with Grand Canyon National Park Airport. Sue Pratt, Coconino County Community Development Office, advised that Coconino County does not have regulations prohibiting the placement of a school near the Airport (pers. comm. with Pratt and Utley, 10/2005, PR #46). An aviation easement developed by Arizona Department of Transportation's (ADOT) Aeronautics Division for a limited development buffer zone, 500 feet wide, along the shared boundary with the Airport and the school site will be executed by the school as the owner of the property at the time of conveyance of the property to the school (PR #'s 92, 172).
2. The United States will retain all water and mineral rights on the 79.93-acre proposed school site.
3. Construction activities and development will be in accordance with those environmental controls required by the State of Arizona, Coconino County Planning and Zoning, Arizona Public Service, and the Tusayan Area Plan. These entities include many layers of guidelines and regulations, including building height restrictions and color schemes. Building materials proven to reduce noise will be used.
4. The proposed school site is located at a high point in elevation adjacent to the community of Tusayan and GCNP Airport. Natural vegetation will be retained as much as possible for screening, using native plants for landscaping. Building materials/colors that blend into the natural setting will be used. Artificial lighting that meets multiple needs while being responsive to the need for low impacts to the natural environment (i.e. protecting dark sky) will be used. Main aspects include visual issues, ordinances, sources, energy conservation, structure, roadways and walkways, parking lots, and outdoor sports. This site will be under the mandates of lighting control by Coconino County and the Tusayan Area Plan which both require protection of dark skies in this area.
5. Forest Road (FR) 2607 goes directly through the middle of the project area and provides the quickest response time for personnel responding to wildfires and emergencies in the area. The Forest Service will reserve a public right-of-way (ROW) for FR 2607 through the school site property to access adjacent National Forest lands. As school development occurs, GCUSD may with Forest Service approval, relocate the ROW to a new location. GCUSD will be responsible for all costs, including construction costs of any agreed upon new road.
6. Access to the school site is by a paved road called the South Long Jim Canyon Loop Drive that intersects with State Highway 64 at the south end of Tusayan. This road crosses a short section of National Forest System (NFS) land, and then crosses Grand Canyon National Park Airport property and the school site to the non-federal land at Tusayan. In 1999, the State of Arizona, Arizona Department of Transportation, Aeronautics Division, granted an easement to the United States and its assigns for the portion of the road that crosses airport property.



Coconino County through its Board of Supervisors is currently evaluating the proposal to accept the portion of the South Long Jim Canyon Loop Drive that provides access to and through the proposed school property (PR #'s 170, 172, 176). If Coconino County accepts jurisdiction for this road, then a FRTA (Forest Roads and Trails Act) Public Road Easement will be issued to Coconino County through its Board of Supervisors. An inter-agency agreement would also be developed between the County, the School, and the Sanitary District for annual and long-term road maintenance. If Coconino County declines jurisdiction for the road, then a FLPMA (Federal Land Policy and Management Act) Private Road Easement will be issued to the Grand Canyon Unified School District #4. The United States, Forest Service, will reserve the right to use the road that crosses the school property with disclosure of this right in the Quitclaim deed.

On February 17, 2000, the Forest Service issued a non-exclusive FLPMA Private Road Easement to the South Grand Canyon Sanitary District for the South Long Jim Canyon Loop Drive for access to their facilities in Tusayan. The Quitclaim deed to the school district will recognize this road easement as an outstanding right of the Sanitary District.

7. Easement deeds (GCUSD as Grantor) protecting the outstanding rights holders (APS for electrical power line; Qwest for a communication line; and South Grand Canyon Sanitary District for a reclaimed water line) will be prepared and recorded subsequent to recordation of the Quitclaim deed to GCUSD. GCUSD has agreed to comply with development restrictions underneath and immediately adjacent to APS's power line.
8. The Forest has one outfitter/guide Special Use Permit for a commercial ATV tour that operates on established roads through the proposed school site. The Forest Service has reissued this permit for calendar year 2006. GCUSD is aware of this use and is in agreement with the terms of the 2006 permit. When the ELGA case is finalized, the special use permit for calendar year 2007 will be amended by the Forest Service to omit the roads on the school property. The Permittee and GCUSD understand that an agreement will need to be transacted between them in order for Grand Canyon ATV Adventures to continue with their use of the property for tour access to NFS land. As school development occurs, this use may become incompatible. At that time, the Forest Service will work with the Permittee to mutually agree upon a public access route to NFS land that does not cross school property.
9. There is an expired Special Use Permit dated September 5, 1987 to Grand Canyon Airlines for encroachment of a private residence onto NFS land. The encroachment area is used primarily to meet the 10 foot Coconino County setback requirements in Canyon Pines Mobile Home Park. GCUSD is aware of the encroachment and is willing to accept it during the conveyance (Breen, 12/22/05 letter; PR #42).
10. During the Lands Transaction Screening Process (LTSP), a process to examine land being conveyed for the presence of hazardous substances and petroleum products, it was discovered and documented that creosote, a suspected carcinogen, did exist in the interior wood boards of the Forest Service powder-house building on Site. It was further discovered and documented that lead-based paint and strychnine were not present in the powder-house building. On May 3 and 4, 2006, the powder-house building was demolished, removed, and disposed of at an appropriate facility. All creosote-contaminated material has been removed from the Site. In addition, debris contained in a small waste dump was removed from the Site.

The LTSP conducted for the GCUSD #4 Site complies with Forest Service Manual (FSM) 2160, Hazardous Materials Management, and Section 120(h) of CERCLA (Comprehensive



Environmental Response, Compensation, and Liability Act commonly known as the Superfund Act) which states that "for any real property owned by the United States on which a hazardous substance was stored for a year or more, released, or disposed of, the United States must give notice in the deed of 1) the type and quantity of hazardous substance stored for a year or more, release, or disposed of; and (2) the time when the storage, release, or disposal took place. The deed must also give (3) a description of the remedial activity taken at the site." As a result of the removal of the powder house building containing creosote-contaminated material, no other hazardous substances or petroleum products exist at the Site and no further investigation is required (PR #174).

The transfer of the Federal land will require a special reservation in the deed for future access, notice of hazardous materials stored, released, or disposed of on the property, and an indemnity clause. Full disclosure of any and all site hazards has been made to GCUSD throughout the process and full remediation (including costs) of identified hazardous conditions was completed by the Forest Service (EA, pages 45-46; PR #'s 28, 33, 45, 56, 72, 93, 95, 96, 97, 98, 116, 146, 152, 156, 158, 174).

11. Drought and Bark Beetles: During site development, the timing of tree thinning and management of downed material must be well thought-out before thinning due to the Ips bark beetle's ability to utilize tree remains (slash) greater than 4 inches in diameter. Winter thinning can avoid increases in bark beetle populations because the beetles will usually not start searching for suitable host material until April at the higher elevations. If recently cut trees and slash are left on the ground for more than 30 days, after April 1, many species of bark beetles will utilize the green down material and begin to build up high population levels. Thinning of pine should be curtailed in February if the slash is not hauled away or chipped. When chipping on site, chips should not be piled next to live trees as the chips may attract bark beetles. Chip piles must be kept in the open sun and as far from live trees as possible. If slash removal or chipping is not an option, then it is best to wait until October to begin thinning. Lopping of slash so that slash height is not more than one foot above the ground (dries out faster) also decreases the availability of bark beetle brooding sites (DeGomez, 2/07/06). The Forest Service will work with GCUSD in an advisory capacity during the early stages of site development to ensure compliance with this mitigation.

### Other Alternatives Considered

In addition to the selected alternative, I considered eight additional alternatives; one considered in detail (No Action) and seven alternatives considered, but eliminated from detailed analysis. A comparison of the no action and proposed action alternatives can be found in the EA (October 2006), on pages 23-26. No significant issues were generated during public scoping that required the development of additional action alternatives. Key features of the alternatives are summarized below with accompanying rationale for non-selection:

Alternative 1 - No Action: Under the No Action alternative, the 79.93-acre parcel of NFS land would remain under federal ownership. Current management plans would continue to guide management of this area. I did not select Alternative 1 because the public objectives of expanding the school, and the lack of available public and private land for this expansion in the local area outweighed the objectives and values served by keeping the land in Federal ownership.

Alternatives not Considered in Detail (clarified in EA to more fully respond to public comments)

**Alternative A (PR #40)**

The original boundary of the proposed site did not include a small triangle-shaped sliver of NFS land on the northeast side of the property. This "sliver" was added in order to include the right of way (ROW) for the main access road. The boundaries were adjusted slightly to keep the parcel at approximately 80 acres.

**Alternative B (PR #2, #9)**

GCUSD initially requested an additional 25 acres of land from Grand Canyon National Park in order to meet their expansion needs. This land was adjacent to the current school location in the park. Their request was denied by the Park Superintendent "given the existing development, infrastructure, and environmental concerns of the South Rim Village." (PR #2, EA, page 3)

**Alternative C (PR #2)**

GCUSD originally applied through ELGA for 29.89 acres of NFS land to meet school expansion needs and provide teacher housing in a letter dated April 10, 2002 (PR #2). The conveyance of NFS land for teacher housing was not allowed under ELGA. Following preferred site selection (Alternative 2), the Kaibab National Forest and GCUSD agreed to an 80-acre conveyance as allowed under ELGA in order for the site to accommodate school-related uses and current uses, give the school greater flexibility in retaining more of the natural elements on the site and accommodate the terrain during development, give the school the ability to better mitigate safety and noise issues, and also be able to consolidate land ownership by joining its boundaries to the GCNP Airport, private land, and NFS lands.

**Alternative D (PR #55, #60)**

A site just north of the South Rim Mobile Home Park along Highway 64, and on NFS land, was considered as a potential school site due to its proximity to residential centers, utilities, and accessibility. It was rejected because the location was directly under the final approach path to GCNP Airport and the site had experienced a fatal airplane crash a few years ago.

**Alternative E (PR #55, #60)**

A site near the Red Feather water storage tank on the eastern edge of Tusayan, and on NFS land, was considered due to nearby utilities, proximity to community residential centers, and good access. This site was rejected because it was in the direct flight path of most helicopter tour operations, and had the potential to disrupt current business operations.

**Alternative F (PR #55, #60)**

This site, adjacent to and just north of the IMAX Theater, and on NFS land, was rejected because it was directly underneath GCNP Airport's flight path. The previous Canyon Forest Village proposal also precluded serious consideration of this parcel.

**Alternative G (PR #55, #60)**

The Moqui site on NFS land was strongly considered as a potential school site, but it was not a viable option since there was no firm decision on whether the site would become available, and the planning for GCUSD's application and proposal took several years, from 2002 to 2005 (PR #'s 2, 9). The Moqui site was under Forest Service Special Use Permit to Xanterra, the concessionaire in Grand Canyon National Park. Xanterra was required to comply with Coconino County and bring Moqui Lodge and associated facilities up to code. Xanterra made the decision to demolish and remove the buildings and infrastructure instead of bringing the facilities up to code. When the Moqui site became an option, all infrastructure had been removed from the site. The cost of constructing a reclaimed water pipeline from Tusayan to the Moqui site also made it

a very expensive option, and the options for using reclaimed or potable water for athletic fields was considered cost prohibitive. The site is also in the Airport's flight path, although fixed wing aircraft are at a higher elevation; therefore, it was safer than the other three sites (Alternatives D, E, and F) that were considered, but not as safe as the preferred site analyzed in the EA as Alternative 2. This area could also be impacted in the near future as a result of the GCNP's South Rim Transportation Plan which is now in the early planning stages. This Plan was considering the Moqui site area for a potential bus bypass road and bus maintenance facility.

## Public Involvement

As described in the Background section above, the need for this action arose in July 2005 when the Forest Service accepted GCUSD's application for 80 acres of NFS Land for educational purposes. A proposal to convey approximately 80 acres of NFS land to GCUSD was listed in the Schedule of Proposed Actions (SOPA) in July 2005, and has been listed quarterly since that time. The initial proposal was provided to the public and other agencies for comment during scoping on September 19, 2005 (PR #30). In addition, as part of the public involvement process and to satisfy ELGA requirements, the agency held a public meeting on September 27, 2005 and published a public notice in the Arizona Daily Sun and the Williams-Grand Canyon News for four consecutive weeks beginning September 14, 2005 and ending October 5, 2005 (PR #'s 21, 27, 39). Other scoping efforts included a press release on September 12, 2005 and subsequent newspaper articles (PR #'s 22, 26, 32). Twenty comments from individuals were received that expressed strong support for this project (PR #87).

The Forest Tribal Liaison conducted scoping (via letter) on August 26, 2005 with the Havasupai, Hualapai, and Hopi, and the Navajo Nation Chapters of Bodaway-Gap, Cameron, Coalmine Canyon, LeChee, Leupp, and Tuba City. This initial tribal scoping was completed on August 30, 2005 with the Navajo Nation, Yavapai-Prescott Indian Tribe, and the Pueblo of Zuni (PR #18). On September 20, 2005, the Forest Archaeology Staff officially consulted with the Hopi about projects listed on the 4<sup>th</sup> quarter SOPA that included the Forest Service/Grand Canyon School project (PR #81). On September 30, 2005, the Forest Archaeology Staff and Clarinda Vail, Grand Canyon School District board member, officially consulted with the Havasupai on projects listed on the 4<sup>th</sup> quarter SOPA with attention given to the Forest Service/Grand Canyon School project (PR #81).

Individual meetings and site visits were conducted to discuss concerns and resolve issues, as needed. A meeting and site visit were held with the Grand Canyon National Park Airport's Air Traffic Manager [Federal Aviation Administration (FAA)] and Papillon Helicopter's Chief Pilot on October 6, 2005 (PR #50); a meeting was held with a local pilot on October 27, 2005 (PR #58); meetings were held with the Director of the FAA-ADOT Aeronautics Division on November 4, 2005 and December 8, 2005 (PR #'s 59, 92); and a meeting with the Havasupai Tribal Council was held on December 9, 2005 (PR #86). Coordination with APS also occurred with their local representative to address development issues on the proposed site in the vicinity of their 69 kV overhead power line (PR #'s 34, 38, 42, 95, and 163).

Finally, the environmental assessment was sent out for 30-day Notice and Comment on February 22, 2006 to 49 individuals and organizations (PR #105). The EA was also posted to the Kaibab National Forest website. The Legal Notice for the 30-day Notice and Comment period was published in the Arizona Daily Sun on February 19, 2006 with a tandem notice in the Williams-

Grand Canyon News on February 22, 2006 (PR #101). Other scoping efforts included a press release on February 21, 2006 to various media, and subsequent newspaper articles in the Arizona Daily Sun and the Williams-Grand Canyon News (PR #'s 103, 104, 106, 107). Two letters dated April 21, 2006 and April 27, 2006, respectively, were sent from the Kaibab National Forest Supervisor to the Havasupai Tribal Chairman Siyuja (PR #'s 153, 155) in an attempt to address their issue (#4 below) which resurfaced during this formal public scoping period. The Office of the General Counsel for the Forest Service was also contacted for their interpretation of the Havasupai's issue with the ELGA property (PR #159).

The EA scoping/mailing elicited many more comments than the public meeting and the proposed action scoping/mailing. A summary of supportive comments (23) can be found in the Project Record (#154). Comments requiring consideration and agency responses are documented in the Project Record (#157). The EA has been finalized (October 2006) to clarify and incorporate information (currently in the Project Record) that addresses these comments.

The Forest Service, Grand Canyon Unified School District, South Grand Canyon Sanitary District, and ELGA School Committee met with representatives of Coconino County on August 21, 2006 to propose that the County accept jurisdiction for the paved road known as the South Long Jim Canyon Loop Drive that provides the best access to the proposed school site. A public easement would be in the best interests of everyone involved. The County is currently reviewing and considering acceptance of the easement (PR #176). If the County does not accept the road, then a FLPMA Private Road Easement will be issued to the Grand Canyon Unified School District #4.

## Issues

Using the comments from the public, other agencies, and local tribes, several issues were identified regarding the effects of the proposed action. To address these concerns, the Forest Service created mitigations to the proposed action alternative as noted below. More detailed responses are contained in the Consideration to Comments in Project Record (#157). Main issues of concern included:

**1. Safety:** Concerns were expressed regarding the potential for airplane and helicopter crashes within the proposed school site due to the site's proximity to the GCNP Airport (PR #'s 39, 43, 58). Comments from the second scoping period focused on student safety such as school security and health issues from smoke and dust from Forest Service project activities (PR #'s 58, 114, 119).

### **Agency Response to Safety Issue (Mitigation Measure #1, EA, page 19; PR #157)**

The community of Tusayan and surrounding NFS lands are impacted by varying degrees by GCNP Airport from both a safety and noise standpoint. The ELGA Grand Canyon School Committee considered five distinct locations within the Tusayan area for the proposed school site (PR #55 and #60). All five sites were reviewed by the committee using the FAA's crash/near-miss site map as a safety criteria. All of the sites, with the exception of the proposed site, were rejected because they were all located under the Airport's final approach flight path apron for either fixed wing aircraft or helicopters, and/or there had been fatal crashes on or very near those sites. The Moqui Site was also rejected because the costs to construct a reclaimed water line to the site would be prohibitive, and reclaimed water is a necessity for the proposed



\* athletic fields. The preferred school site is skirted by fixed wing aircraft and has an occasionally used helicopter flight path that can be addressed with use restrictions. Face-to-face meetings with Airport personnel, pilots, and FAA personnel successfully resolved this issue (PR #'s 50, 58, 59, 92, 172). There was agreement that the selected site was the safest of the proposed locations and that it also shared additional benefits of being close to residential centers and businesses, reclaimed water, all utilities, a paved access road (South Long Jim Canyon Loop Drive), and the proposed co-generation power plant. There was also agreement on a 500-foot wide aviation easement, or buffer zone, along the shared boundary with the Airport and the proposed school site in which no habitable buildings could be placed or constructed (approximately 26 acres of the proposed school site) [PR #172]. Parking lots, open-air assembly areas such as athletic fields, and non-habitable buildings such as restrooms or storage sheds would be allowed within the easement. Also, Coconino County also has no zoning restrictions that prevent the construction of a school facility next to an airport (PR #46).

In regard to Forest Service projects, the impacts and the mitigation of those impacts are completed on a site-specific basis. Projects currently underway have mitigations in place for the communities of Tusayan and Grand Canyon that address safety concerns and impacts from noise, dust, and smoke. Future project planning adjacent to or near Tusayan will continue to address and mitigate any concerns.

Tusayan currently has a working group in place with ADOT and has already made recommendations to change the traffic pattern through town, including adding crosswalks to make both vehicular and foot traffic safer in the area. Some digital speed signs and other slowing practices are planned for the very near future with larger plans by 2009. Public meetings began in May 2006 concerning this process and are continuing (PR #151).

Coconino County, National Park Service, Forest Service, and local residents and business leaders developed the Tusayan Area Plan. All facilities at the proposed school site would fall under this plan. Lighting, building colors and styles, heights, etc., would have to comply with this plan and be subject to public hearings through the Coconino County Community Development Department, as well as Planning and Zoning, and the County Health Department.

**2. Noise:** Concerns were expressed over the impact of aircraft noise and resource project activity noise on daily school operations due to the proximity of GCNP Airport and Forest Service lands to the proposed school site (PR #'s 39, 43, 58, 114, 119, 140, 147).

**Agency Response to Noise Issue (Mitigation Measure #3, EA, page 19; PR #157)**

Airport officials (ADOT-Aeronautics) and FAA officials have visited the proposed site and have worked with the school district to mitigate concerns of both safety and noise (EA, pages 6-10, 19-20; PR #'s 50, 58, 59, 78, 92, 148, 149, 165, 172). The community of Tusayan is adjacent to and just north of the GCNP Airport. Airport noise impacts the entire area, particularly beneath flight path corridors. The proposed school site was the only one of the five sites under consideration that would not have school buildings and facilities located underneath a regularly-used flight path. The preferred school site is skirted by fixed-wing aircraft and has an occasionally used helicopter flight path (used about once a month) in the northern part of the site that can be addressed with use restrictions (PR #'s 50, 78).

GCUSD is developing plans for the proposed 79.93-acre school site with consideration for both safety and noise mitigation. The 500-foot wide aviation easement immediately adjacent to the Airport property and the proposed location of improvements on the property afford the best safety of any flight operations over the site. This 500-foot easement, or buffer zone, is also an important design element that will help mitigate the impact of aircraft noise on school facilities. The aviation easement, the proposed location of the high school building approximately one-quarter mile away from the Airport perimeter (and on the opposite end of the property from the Airport), and the location of that building below the grade of the Airport and behind a natural rise in the ground (berm), all contribute toward reducing the impact of aircraft noise on the facility. If the 79.93 acres of NFS land are conveyed to GCUSD, the ADOT-Aeronautics Division, which oversees the GCNP Airport, has agreed to work with the school district to ensure the greatest possible compatibility between both entities (PR #'s 92, 165, 172). Technological advances and building materials exist to virtually eliminate noise when indoors. Mitigation measures in the EA (pages 19-20, #'s 1, 3, and 4) also address this concern.

The school property will be adjacent to NFS lands and ongoing and future hazardous fuels reduction projects. These projects are site-specific and address health, safety, and noise issues during the planning process. Mitigation measures that address these issues are developed and followed during project implementation. Project activities generally involve short-term impacts, or can be mitigated (EA, pages 27-48).

**3. Arizona Public Service (APS) 68 kV Power Line Right of Way:** Concerns were expressed with the school's initial facility site plan that displayed development underneath the APS's power line that goes through the project area (PR #'s 34, 38).

**Agency Response to APS Power Line (Mitigation Measures #3, #7, EA, pages 19-20; PR #157)**

Both the School and Forest Service recognize APS's right to maintain their power line including access, line clearance, and public safety. APS will be requested to prepare an easement to protect their outstanding right and restrict development underneath and immediately adjacent to the power line, and that easement will be recorded subsequent to conveyance of the property to the school district (PR #163). After conveyance of the property, APS will retain their rights to a power line across the property as evidenced by the recorded easement and will work directly with the school district on issues related to line clearing, access, and public safety.

**4. Havasupai Tribal Claims to NFS Land Identified for GCUSD School Site:** The Havasupai Tribal Council believes that the Forest did not transfer title of the entire Rain Tank Grazing Allotment to the Havasupai Tribe in accordance with the 1975 Grand Canyon Enlargement Act (GCEA); that the land parcel proposed for the Grand Canyon School Site is not Forest land (part of Rain Tank Allotment); and the proposed Forest Service/GCUSD land conveyance project violates GCEA (PR #'s 62, 75, 145).

**Agency Response to Havasupai Claim (EA, pages 10-11; PR #'s 86, 153, 155, 157, 159)**

The proposed parcel is part of NFS lands and was never subject to or associated with the Grand Canyon Enlargement Act (GCEA) of 1975. In 1975, when the GCEA was passed, the subject parcel was part of the Anita Grazing Allotment. The parcel was part of the Grand Canyon Allotment prior to becoming part of the Anita Allotment. Forest Service Allotment Analysis Reports for the Anita (2005) and Rain Tank Allotments (1996) have been completed. The Anita Allotment Range Improvement map (1985), and the Grazing Permit Modification Form for



Permit No. 07-735 Modification No. 1, show that the parcel only became part of the Rain Tank Allotment in 1987. The proposed parcel was not part of the Rain Tank Allotment in 1975.

Only a part of the Rain Tank Allotment within the lands designated for the Havasupai Reservation Enlargement and within the Kaibab National Forest was designated to be transferred to the Tribe after the grazing permits/leases expired according to the GCEA, Section 10 (d). This portion of the Rain Tank Allotment has been transferred to the Tribe as required by GCEA. Records show that the USDA Forest Service has legal title to the lands proposed for the school site conveyance (PR #'s 77, 95, 167). This issue has been researched by Forest Service Archaeologists and reviewed by the Office of the General Counsel (PR #159). Therefore, the Forest will not be in violation of the Grand Canyon Enlargement Act of 1975 by conveying those lands (relevant documents are located at the Kaibab National Forest Headquarters in Williams, Arizona).

## **Finding of No Significant Impact**

After considering the environmental effects described in the EA, I have determined that these actions will not have a significant effect on the quality of the human environment considering the context and intensity of impacts (40 CFR 1508.27). Thus, an environmental impact statement will not be prepared. I base my finding on the following:

**A. Context:** The setting of the proposed action is local as it pertains to short and long-term effects on both human and natural resources. The effects of this site-specific project, including cumulative effects, are limited to a small portion of Coconino County on the Tusayan Ranger District.

**B. Intensity:** The following discussion is organized around the Ten Significance Criteria described in the National Environmental Policy Act (NEPA) regulations (40 CFR 1508.27).

### **1. Impacts that may be both beneficial and adverse.**

My finding of no significant environmental effects is not biased by the beneficial effects of the action. Both beneficial and adverse effects were considered in the environmental analysis. The adverse effects are short-term in nature, or can be mitigated. The land conveyance achieves the level of educational experience and development desired by the Grand Canyon Unified School District's (GCUSD) administration, faculty, and students, and best serves the public interest.

### **2. Effects on public health and safety.**

The effects of conveying 79.93 acres of NFS lands to the GCUSD, including cumulative effects, are limited to a small portion of Coconino County on the Tusayan Ranger District. There will be no significant effects on public health and safety because the Forest Service will comply with CERCLA 120(h)(3) which states that "for any real property owned by the United States on which a hazardous substance was stored for a year or more, released, or disposed of, the United States must give notice in the deed of 1) the type and quantity of hazardous substance stored for a year or more, release, or disposed of; and (2) the time when the storage, release, or disposal took place. The deed must also give (3) a description of the remedial activity taken at the site." The Forest Service must remove or remediate hazardous materials prior to conveying NFS lands. Full disclosure of any and all site hazards has been made to GCUSD throughout the process with

full remediation (including costs) of any hazardous conditions completed prior to conveyance (EA, pages 44; PR #'s 28, 33, 45, 56, 72, 93, 95, 96, 97, 98, 116, 146, 152, 156, 158, 174). Since the original Environmental Assessment was completed, the FS powder-house building was examined and found to contain creosote-contaminated interior boards. The Forest Service contracted for its demolition and removal from the proposed site and the work was completed over a two-day period from May 3-4, 2006 (PR #'s 156, 158, 174).

Further, following land conveyance, construction will be in accordance with those environmental controls required by the State of Arizona, Coconino County Planning and Zoning, APS, and the Tusayan Area Plan, including building height restrictions and color schemes. Construction practices that have the least impact to the environment will be followed. Building materials proven to reduce noise will be used. An aviation easement developed by Arizona Department of Transportation's (ADOT) Aeronautics Division for a limited development buffer zone, 500 feet wide, along the shared boundary with the Airport and the school site will be executed by the school at the time of conveyance of the property to the school. Easement deeds (GCUSD as Grantor) protecting the outstanding rights holders (APS for electrical power line; Qwest for a communication line; and South Grand Canyon Sanitary District for a reclaimed water line) will be prepared and recorded subsequent to recordation of the Quitclaim deed to GCUSD. APS will work with GCUSD on development restrictions underneath and immediately adjacent to the power line as part of their easement deed. (See EA, pages 19-21; 44-45.)

NFS land adjacent to the project area will continue to be treated to reduce the threat of wildfire. Forest Service projects will be mitigated to avoid negative effects from fuels reduction activities in the vicinity of the school. The FS considers impacts and the mitigation of those impacts on a project-specific basis. Projects currently underway have mitigations in place for the communities of Tusayan and Grand Canyon that address safety concerns and impacts from noise, dust, and smoke. Future project planning adjacent to or near Tusayan will continue to address and mitigate these concerns (EA, page 34).

The FS and public would have access through the school site for fire protection and other purposes during the early stages of development, via existing Forest Road 2607. As development intensifies, a replacement FS public access road may need to be constructed (EA, page 20, Mitigation #5). In addition, the Tusayan Fire Department will provide fire protection in the event of a fire at the school.

### 3. Unique characteristics of the geographic area.

There will be no significant effects on unique characteristics of the area because the project area does not contain unique characteristics, but rather is typical of many areas in the Coconino Plateau Basin in regards to geology, soils, vegetative complexes, wildlife species, and heritage resources. The intended action will have no significant or adverse effects on historic or cultural resources, or Park lands. The intended action will have no significant or adverse effects on prime farmlands, wetlands, wild and scenic rivers, fisheries, or ecologically sensitive areas since they do not exist in the project area or in the cumulative effects area. (See EA, pages 23-26; Chapter 3, pages 27-48; Appendix 1 on page 53; and Appendix 2 on pages 54-58.)

**4. The degree to which the effects on the quality of the human environment are not likely to be controversial.**

Overall, the effects on the quality of the human environment are not likely to be highly controversial because there were no significant issues identified from public comments received, and there is no known scientific controversy over the impacts of the project (see EA, Chapter 3, pages 27-48). The setting of the intended action is local as it pertains to short-term and long-term effects on both human and natural resources.

During scoping of the proposed action and EA, the Havasupai Tribe claimed that the NFS land identified for conveyance to GCUSD, were given to them under the Grand Canyon Enlargement Act (GCEA) of 1975. This issue has been researched by Forest Service Archaeologists and reviewed by the Office of the General Counsel. Our conclusion is that the claim is not valid; however, we continue to work with the Tribe to gain a better understanding of their concerns (see EA, page 10, Project Record #'s 62, 75, 76, 77, 81, 145, 153, 155, and 159).

**5. The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.**

The effects analysis shows the effects are not uncertain, and do not involve unique or unknown risks (see EA, pages 23-26; Chapter 3, pages 27-48). Any adverse effects will be short-term in nature.

**6. The degree to which the action may establish a precedent for future actions with significant effects, or represents a decision in principle about a future consideration.**

This action is not precedent setting, because NFS lands have been conveyed in the past for public school expansion. Each land transaction is developed using the Education Land Grant Act of 2000 or the Sisk Act and evaluated through the NEPA planning process, and will stand on their own related to environmental effects, public issues, and project feasibility. The action is not likely to establish a precedent for future actions with significant effects, because the analysis of effects for Alternative 2 states that there will be no significant effects (see EA, Chapter 3, pages 27-48). Additionally, future projects within the area or in surrounding areas will be analyzed on their own merits and implemented or not, independent of the actions currently selected.

**7. Cumulatively significant effects of action.**

Cumulative effects for all resources were considered in the EA (EA, Chapter 3, pages 27-48) with the determination that there are no known significant cumulative impacts from implementation of the intended action. Other past, present, and foreseeable future actions were also considered in this determination (EA, Table 2, pages 29-30). The limited size of the proposed land conveyance suggests minimal individual effects as well as minimal cumulative effects to the Tusayan Ranger District, the Kaibab National Forest, and Region 3.

**8. The degree to which the action may adversely affect districts, sites, highways, structures, or objects listed or eligible for listing in the National Historic Register of Historic Places, or may cause the loss or destruction of significant scientific, cultural, or historical resources.**

This action will have no significant adverse effect on districts, sites, highways, structures, or objects listed in or eligible for listing in the National Register of Historic Places, or cause the loss or destruction of significant scientific, cultural, or historical resources, because all sites deemed

eligible for the Register did not meet the minimum eligibility criteria (EA, pages 25, 39-40). State Historic Preservation Office (SHPO) concurrence is documented in the "ELGA Grand Canyon School District Land Grant" report (PR #73, 11/09/2005).

**9. The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973, as amended.**

Biological Assessments and Evaluations (BA&Es) were prepared for federally listed plant and wildlife species (Johnson, 11/30/05, and Nelson/Bennetsen, 12/05/06 respectively) and are included in the project record (PR #'s 80 and 82-A).

The BA&E for Plant Species made the determination that according to the USDI Fish and Wildlife Service (USFWS), there are no federally threatened or endangered plant species that occur in the South Zone (Williams and Tusayan ranger districts) of the Kaibab National Forest (KNF); therefore, there are no effects from the intended action. It also made the determination that there are no known locations and suitable habitat for the seven evaluated sensitive species that were considered to have a high likelihood of occurring or are known to occur on the South Zone of the KNF; therefore, the intended action is unlikely to cause any trend toward listing of any sensitive plant species by USFWS.

The BA&E for Wildlife Species made a determination that the proposed action would not result in negative effects or impacts to species populations or habitat trends for any federally listed species or Forest Service sensitive species. No suitable or critical habitat is present in the project area for any Threatened and Endangered listed species. The BA&E identified two sensitive species, the Navajo Mountain Mexican vole and northern goshawk. The BA&E determined that the intended action may impact individual voles, but there would be no trend toward listing for the species. The intended action would have "no effect" to northern goshawk nest areas or post-fledging family areas because they were not found in the project area. There may be a slight negative impact to northern goshawk potential foraging habitat as a result of the conveyance and subsequent alterations to the landscape, but there would be no impacts to forest population and habitat trends.

**10. Legality of the action.**

The selected alternative conforms to all applicable Federal, State, and local laws and requirements (EA, pages 5, 19-22). The action complies with the Education Land Grant Act of 2000, the National Forest Management Act, and the National Environmental Policy Act. This action responds to the goals and objectives outlined in the Kaibab National Forest Land Management Plan, as amended. This decision, to convey the 79.93-acre parcel of NFS land to GCUSD, will update the Kaibab National Forest Land Management Plan by means of an administrative action. The Forest Plan's Land Adjustment Map will be updated to identify this parcel of NFS land as available for disposal and acquisition. Updating the Kaibab Forest Plan with an administrative action, in itself, has no direct effects on the environment. Public involvement has occurred during project planning, and potential environmental effects were considered and documented in the EA (see EA, pages 6-11; 23-26, and Chapter 3, pages 27-48).



## Findings Required by Other Laws and Regulations

The decision to implement Alternative 2, the Proposed Action, meets the requirements of the Federal Land Policy and Management Act of 1976, the National Forest Management Act of 1976, the National Environmental Policy Act of 1969 (and their amendments), and the Education Land Grant Act of 2000.

This decision also complies with the following:

National Forest Management Act The Kaibab National Forest Land Management Plan was adopted on April 15, 1988 and has been amended seven times. Projects are to be consistent with the Forest Plan per regulations at 36 CFR 219.8(e) per 2005 NFMA regulations. The project was designed in conformance with the Kaibab LMP long-term goals and objectives on public land for realty management. I find that all actions included in Alternative 2 are consistent with direction in the Kaibab National Forest Land Management Plan, as amended. The Forest Plan's Land Adjustment Map will be administratively updated to identify this 79.93-acre parcel of NFS land as available for disposal and acquisition to the GCUSD #4 through ELGA.

Endangered Species Act of 1973, as amended This action complies with the Endangered Species Act, and specifically with Section 7 of this Act, in that potential effects of this decision on listed species have been analyzed and documented.

Management Indicator Species (MIS) Requirements for the relevant Management Indicator Species in the Kaibab National Forest Land Management Plan are summarized in the EA on pages 24-25 and 34-39, and the MIS project-specific report is filed as Project Record 82(B). Other Management Indicator Species listed for EMA 8 are noted in Appendix 2 [EA, pages 54-58, PR #82(A)] as not having habitat or potential habitat in the project area (pronghorn antelope, Lucy's warbler, yellow-breasted chat, and aquatic invertebrates). The juniper titmouse is discussed in the EA on pages 37-38 under Migratory Bird Species of Concern. Forest Plan management direction for wildlife in EMA 8 is to provide for intensive management, and make habitat surveys, analyses, and formulate plans in concert with the Arizona Game and Fish Department to ensure a high level of habitat diversity and capability. The project-specific report for Management Indicator Species found that the selected alternative would have no effect on elk or mule deer populations and habitat, and habitat trends due to the small area (79.93 acres) available for conveyance. It also found that the selected alternative would have slightly negative effects to the hairy woodpecker, turkey, and the juniper titmouse, but the impacts would not influence the habitat or population trends for these species at the forest level because of the small area available for conveyance. This population analysis and habitat information meets NFMA obligations for Management Indicator Species under 36 CFR 219.14(f). This analysis also references the Management Indicator Species for the Kaibab National Forest report (October 15, 2003).

National Historic Preservation Act of 1966, as amended Section 106 requirements for survey and evaluation have been met for all undertakings in this decision.

Forest Service Handbook (FSH) 5509.11 – Title Claims, Sales, and Grants Handbook, Chapter 30 – Grants

Forest Service Guide to Land Transactions (EM-2160-2)

Forest Service Manual (FSM) 2160, Hazardous Materials Management

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 1986  
[amended by the Superfund Amendments and Reauthorization Act (SARA) 1986]

This decision will administratively update the Kaibab National Forest Land Management Plan's Land Adjustment Map to identify this particular tract of NFS land as available for disposal and acquisition. This conveyance will best serve the public interest and meet the needs for the expansion of school facilities within the Grand Canyon Unified School District #4's boundaries, and in particular, the Grand Canyon and Tusayan communities.

## **Implementation Date**

If no appeals are filed within the 45-day time period, implementation of the decision may occur on, but not before, 5 business days from the close of the appeal filing period. When appeals are filed, implementation may occur on, but not before, the 15th business day following the date of the last appeal disposition.

## **Administrative Review or Appeal Opportunities**

This decision is subject to appeal for administrative review by written notice pursuant to 36 CFR Part 215. The appeal must be filed (regular mail, fax, email, hand-delivery, or express delivery) with the Appeal Deciding Officer. Written comments must be submitted to:

**Appeal Deciding Officer**  
**Harv Forsgren, Regional Forester**  
**Southwestern Region**  
**USDA Forest Service**  
**333 Broadway Blvd., SE**  
**Albuquerque, NM 87102**

The office business hours for those submitting hand-delivered appeals are: 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays. Appeals may be faxed to the Appeal Deciding Officer at (505) 842-3173. Electronic appeals must be submitted in a format such as an email message, plain text (.txt), rich text format (.rtf), or Word (.doc) to [appeals-southwestern-regional-office@fs.fed.us](mailto:appeals-southwestern-regional-office@fs.fed.us). The appeal must have an identifiable name attached or verification of identity will be required. A scanned signature may serve as verification on electronic appeals. Please put the project name in the "subject" line.

Appeals, including attachments, must be filed within 45 days from the publication date of the Legal Notice for the decision in the *Arizona Daily Sun*, the newspaper of record. Attachments received after the 45-day appeal period will not be considered. The publication date in the *Arizona Daily Sun* is the exclusive means for calculating the time to file an appeal. Those wishing to appeal this decision should not rely on dates or timeframe information provided by any other source.

Individuals or organizations who submitted comments during the comment period specified at 215.6 may appeal this decision. The notice of appeal must meet the appeal content requirements at 36 CFR 215.14. The appeal must include:

1. Appellant's name and address, with a telephone number, if available;

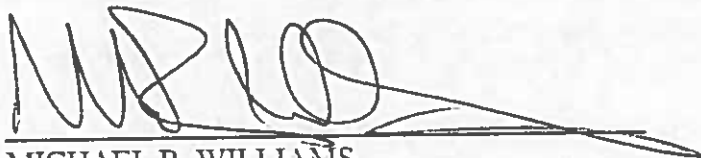


2. Signature or other verification of authorship upon request;
3. When multiple names are listed on an appeal, identification of the lead appellant and verification of the identity of the lead appellant upon request;
4. The name of the project for which the decision was made, the name and title of the Responsible Official, and the date of the decision;
5. The regulation under which the appeal is being filed;
6. Any specific change(s) in the decision that the appellant seeks and rationale for those changes;
7. Any portion(s) of the decision with which the appellant disagrees, and explanation for the disagreement;
8. Why the appellant believes the Responsible Official's decision failed to consider the substantive comments; and
9. How the appellant believes the decision specifically violates law, regulation, or policy.

## Contact

For additional information concerning this decision or the Forest Service appeal process, contact:

**Barbara McCurry, South Zone NEPA Planner**  
PO Box 3088  
Grand Canyon, AZ 86023  
Phone: 928-635-8220  
E-mail: [bmccurry@fs.fed.us](mailto:bmccurry@fs.fed.us)



**MICHAEL R. WILLIAMS**  
Forest Supervisor  
Kaibab National Forest

10/30/06  
Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because of all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means of communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Printed on recycled paper – October 2006

TITLE II--CONVEYANCE OF <<NOTE: Education Land Grant Act.>> NATIONAL FOREST SYSTEM LANDS FOR EDUCATIONAL PURPOSES

SEC. 201. <<NOTE: 16 USC 479a note.>> SHORT TITLE.

This title may be cited as the ``Education Land Grant Act``.

SEC. 202. CONVEYANCE <<NOTE: 16 USC 479a.>> OF NATIONAL FOREST SYSTEM LANDS FOR EDUCATIONAL PURPOSES.

(a) Authority To Convey.--Upon written application, the Secretary of Agriculture may convey National Forest System lands to a public school district for use for educational purposes if the Secretary determines that--

(1) the public school district seeking the conveyance will use the conveyed land for a public or publicly funded elementary or secondary school, to provide grounds or facilities related to such a school, or for both purposes;

(2) the conveyance will serve the public interest;

(3) the land to be conveyed is not otherwise needed for the purposes of the National Forest System;

(4) the total acreage to be conveyed does not exceed the amount reasonably necessary for the proposed use;

(5) the land is to be used for an established or proposed project that is described in detail in the application to the Secretary, and the conveyance would serve public objectives (either locally or at large) that outweigh the objectives and values which would be served by maintaining such land in Federal ownership;

(6) the applicant is financially and otherwise capable of implementing the proposed project;

(7) the land to be conveyed has been identified for disposal in an applicable land and resource management plan under

\*[[Page 114 STAT. 3071]]

the Forest and Rangeland Renewable Resources Planning Act of 1974 (16 U.S.C. 1600 et seq.); and

(8) an opportunity for public participation in a disposal under this section has been provided, including at least one public hearing or meeting, to provide for public comments.

(b) Acreage Limitation.--A conveyance under this section may not exceed 80 acres. However, this limitation shall not be construed to preclude an entity from submitting a subsequent application under this section for an additional land conveyance if the entity can demonstrate to the Secretary a need for additional land.

(c) Costs and Mineral Rights.--(1) A conveyance under this section shall be for a nominal cost. The conveyance may not include the transfer of mineral or water rights.

(2) If necessary, the exact acreage and legal description of the real property conveyed under this title shall be determined by a survey satisfactory to the Secretary and the applicant. The cost of the survey shall be borne by the applicant.

(d) Review of <<NOTE: Notification.>> Applications.--When the Secretary receives an application under this section, the Secretary shall--

(1) before the end of the 14-day period beginning on the date of the receipt of the application, provide notice of that receipt to the applicant; and

(2) before the end of the 120-day period beginning on that date--

Nov. 26. 1630

(A) make a final determination whether or not to convey land pursuant to the application, and notify the applicant of that determination; or

(B) submit written notice to the applicant containing the reasons why a final determination has not been made.

X X X  
(e) Reversionary Interest.--If, at any time after lands are conveyed pursuant to this section, the entity to whom the lands were conveyed attempts to transfer title to or control over the lands to another or the lands are devoted to a use other than the use for which the lands were conveyed, title to the lands shall revert to the United States.

J. D. HAYWORTH  
U.S. HOUSE OF REPRESENTATIVES  
OFFICE OF THE CLERK  
UNITED STATES HOUSE OF REPRESENTATIVES  
WASHINGTON, D.C. 20515-0303  
202-225-2100  
www.house.gov/hayworth



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Congress of the United States  
House of Representatives  
Washington, DC 20515-0303

October 24, 2001

Dear School Administrator:

In the 19th Century, Congressman Justin Morrill created one of the most cherished and enduring legacies of this nation, one that benefits citizens to this day.

Morrill was the author of the Land Grant Act, which allowed for surplus land set aside for railroads to be conveyed to various states to establish institutes of higher learning. The University of Arizona in Tucson is one such school, and there are dozens of others nationwide that owe their existence to this law.

A few years ago, I was asked by the school administrators in the small eastern Arizona town of Alpine if I would assist them in their efforts to obtain more land for their growing school. Their campus was located adjacent to a large parcel of U.S. Forest Service land. So I introduced special legislation to convey some of that Forest Service land to the Alpine district, land that today is being used for facilities to help the children of Alpine get a better education.

That experience gave me the idea that there should be a formalized process for school districts to apply for federal land for the purposes of school construction. Thus the Hayworth Education Land Grant Act (HELGA) was born and eventually signed into law by President Clinton shortly before he left office. This new law allows for the conveyance of up to 80 acres of non-environmentally sensitive U.S. Forest Service land to school districts that meet certain conditions. Since the land is sold at a nominal value, there is almost no cost to the school district - saving perhaps millions of dollars in capital expenditures.

I'm certain this law will be of great help to growing school districts in Arizona and indeed throughout the United States better meet the needs of their students. Instead of using scarce dollars for land acquisition, qualifying districts can put that money to work helping teachers teach, and children learn.

Naturally, as with the implementation of any new law, there will be questions. That's why I'd like to invite you or a chosen representative from your school district to a "HELGA Workshop" at the State Capitol, Friday, November 16, from 10 AM to 12 Noon. Representatives from the U.S. Forest Service will join me for a formal presentation of the law and the process for applying for a conveyance. There will be an extensive question-and-answer session as well.

The session will be held in the Capitol Executive Tower 2nd floor conference room. Seating is limited, so please RSVP by Wednesday, November 14 to my District Director, Doug Nick, who can be reached at the address of the Mesa office listed below, or by e-mail at: [doug.nick@mail.house.gov](mailto:doug.nick@mail.house.gov).

Thank you for your interest, and I hope to see you at the workshop!

Sincerely,

J. D. Hayworth  
Member of Congress

JDH:dd

Hayworth, J. D.  
U.S. House of Representatives  
Office of the Clerk  
UNITED STATES HOUSE OF REPRESENTATIVES  
WASHINGTON, D.C. 20515-0303  
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**Appendix D: Quit Claim Deed from The United States  
to the Grand Canyon Unified School District #4.**

**ELGA Law—Public Law 106-577, signed by  
President Clinton on December 28, 2000**

RECORDING REQUESTED BY:  
United States of America, Forest Service.

AND WHEN RECORDED MAIL TO:  
Sheila Breen, J.D.  
Superintendent  
Grand Canyon Unified School District #4  
P.O. Box 519  
Grand Canyon, AZ 86023

CAPTION HEADING: QUITCLAIM DEED

This document is being re-recorded solely for the purpose of correcting a typographical error found on page 1 of Quitclaim Deed previously recorded April 10, 2008, as Instrument No. 3482502. The Range identifier in the legal description is corrected to read Range 2 E.

WHEN RECORDED MAIL TO:

Sheila Breen, J.D.  
Superintendent  
Grand Canyon Unified School District #4  
1 Boulder Street  
Grand Canyon, AZ 86023

(Kaibab NF)

Exempt from Affidavit of Property Value Pursuant to ARS 11-1134(A)(3).

**QUITCLAIM DEED**

THIS DEED, made this 8th. day of April, 2008, between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, 333 Broadway SE, Albuquerque, New Mexico 87102, hereinafter called Grantor, and **GRAND CANYON UNIFIED SCHOOL DISTRICT #4**, 1 Boulder Street, Grand Canyon, Arizona, 86023, County of Coconino, State of Arizona, hereinafter called Grantee.

WITNESSETH: The Grantee has applied for conveyance of National Forest System lands under the Education Land Grant Act of 2000, approved on December 28, 2000, (P.L. 106-577, 114 Stat. 3068, 16 U.S.C. 479a), the provisions of which have been met.

NOW THEREFORE, the Grantor, for and in consideration of the sum of Seven Hundred Ninety Nine Dollars and 30/100 (\$799.30), the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee all its right, title, interest, and claim in and to the following described land, situated in the County of Coconino, State of Arizona:

GILA AND SALT RIVER MERIDIAN  
T. 30 N., R. 3 E.

secs. 23 and 24--Tract 39.

(Containing 79.93 record acres, more or less, according to the United States Department of the Interior Bureau of Land Management plat approved April 6, 2006, and officially filed April 14, 2006, attached hereto and made a part hereof.)

**EXCEPTING AND RESERVING TO THE UNITED STATES:**

1. All mineral and water rights in the land above described pursuant to the Education Land Grant Act, Sec. 202(c).
2. An exclusive easement, acting through the Forest Service, Department of Agriculture and its permittees, contractors and assigns, for existing roads, including all timber thereon, in the land above described, as depicted on Exhibit A, attached hereto.

At proved as to description, consideration  
and the condition of conveyance.

Deborah Solano



The said easement hereby excepted and reserved is for the reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing roads as they are presently located and in place over and across the above-described premises and are shown approximately on Exhibit A, attached hereto and made a part hereof, and Forest Road 605C is depicted as Easement A on Easement Survey prepared by Shepard-Wesnitzer, Inc., and recorded March 9, 2000 in Record of Survey Book 16, Pages 35 and 35A, records of Coconino County, Arizona.

The width of said easement shall be 66 feet, 33 feet on each side of the centerline for the existing unpaved roads crossing Tract 39; and 80 feet wide, 40 feet each side of centerline for Forest Road 605C as depicted as Easement A on Easement Survey prepared by Shepard-Wesnitzer, Inc., and recorded March 9, 2000 in Record of Survey Book 16, Pages 35 and 35A, records of Coconino County, Arizona, or more if necessary to accommodate cuts and fills. The boundary lines of said easement shall be prolonged or shortened to begin and end on, and conform to, the Grantee's property line.

The United States excepts and reserves unto itself, its successors and assigns all timber on said easement. The United States further excepts and reserves the right to harvest future forest crops on said easement to maintain easement safety standards.

The Grantee has the right to cross and re-cross the easement at any point and for any purpose in such manner as will not materially interfere with the United States' use of the road.

The Grantee, has the right to use the existing road for all proper and lawful purposes to serve the Grantee's property subject to compliance with the rules and regulations of the Secretary of Agriculture (36 CFR 212.5-212.10) as the same may be amended.

If the Grantee, subsequently grants the United States of America and its assigns a satisfactory easement with acceptable title thereto for a new location of said easement for the roads or a portion thereof and the Grantee, at their expense, relocates thereon the road to standards equal to or better than the existing road or segment of road and in a manner satisfactory to the Forest Supervisor of the Kaibab National Forest, then the easement for the road or segment of road presently herein excepted and reserved shall cease and terminate. In the event the easement or a portion thereof shall cease and terminate as hereinabove provided, the United States of America shall furnish the Grantee with such evidence of termination as is in accordance with existing law and regulation.

PROVIDED, that if the Regional Forester determines that the said easement, or any segment thereof, is no longer needed, for the purposes excepted and reserved, the easement shall terminate upon execution and delivery of a statement in recordable form furnished by the Regional Forester to the Grantee.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

**SUBJECT TO:**

1. A private road easement [Forest Road 605C] and rights incident thereto, the easement being 80 feet wide, 40 feet each side of centerline, for Easement "A" as shown on the Easement Survey prepared by Shephard-Wesnitzer, Inc. and recorded in Record of Survey Book 16, Pages 35 and 35A, records of Coconino County, Arizona, over and across a portion of section 24, T. 30 N., R. 2 E., outstanding to the South Grand Canyon Sanitary District of Tusayan, Arizona, as set forth in that certain Private Road Easement dated February 17, 2000, recorded March 9, 2000, Coconino County, Instrument 3042100.
2. A Hazardous Substance Notification attached hereto.
3. The following Reversionary Clause in the land pursuant to the Education Land Grant Act, Sec. 202(c):

In the event the Grantee attempts to transfer title to, or control over the land to another entity, or if the lands are devoted to a use other than the use for which the lands were conveyed, title to the lands shall revert to the United States.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in 7 CFR 2.

UNITED STATES OF AMERICA

BY: *Gilbert Zepeda*  
GILBERT ZEPEDA  
Deputy Regional Forester  
Southwestern Region  
United States Department of Agriculture

**ACKNOWLEDGEMENT**

STATE OF NEW MEXICO                    )  
  )       ss.  
COUNTY OF BERNALILLO            )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2008, by Gilbert Zepeda, known to me to be the Deputy Regional Forester, Southwestern Region, Forest Service, United States Department of Agriculture, who being by me duly sworn, stated that he signed said instrument on behalf of the United States of America under authority duly given and he executed same as the free act and deed of the United States of America for the consideration and purposes therein contained.

Given under my hand and seal on this 8<sup>th</sup> day of April, 2008.

*Debrah A. Solano*

Notary Public

My Commission expires: 4-27-2011



OFFICIAL SEAL  
Debrah A. Solano  
NOTARY PUBLIC  
STATE OF NEW MEXICO

[illegible]

This survey was executed by Gailley A. Graham, Certified Surveyor, beginning August 29, 2005, and completed September 1, 2005, pursuant to Special Instructions dated August 25, 2005, for Group No. 900, Atlantic.

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

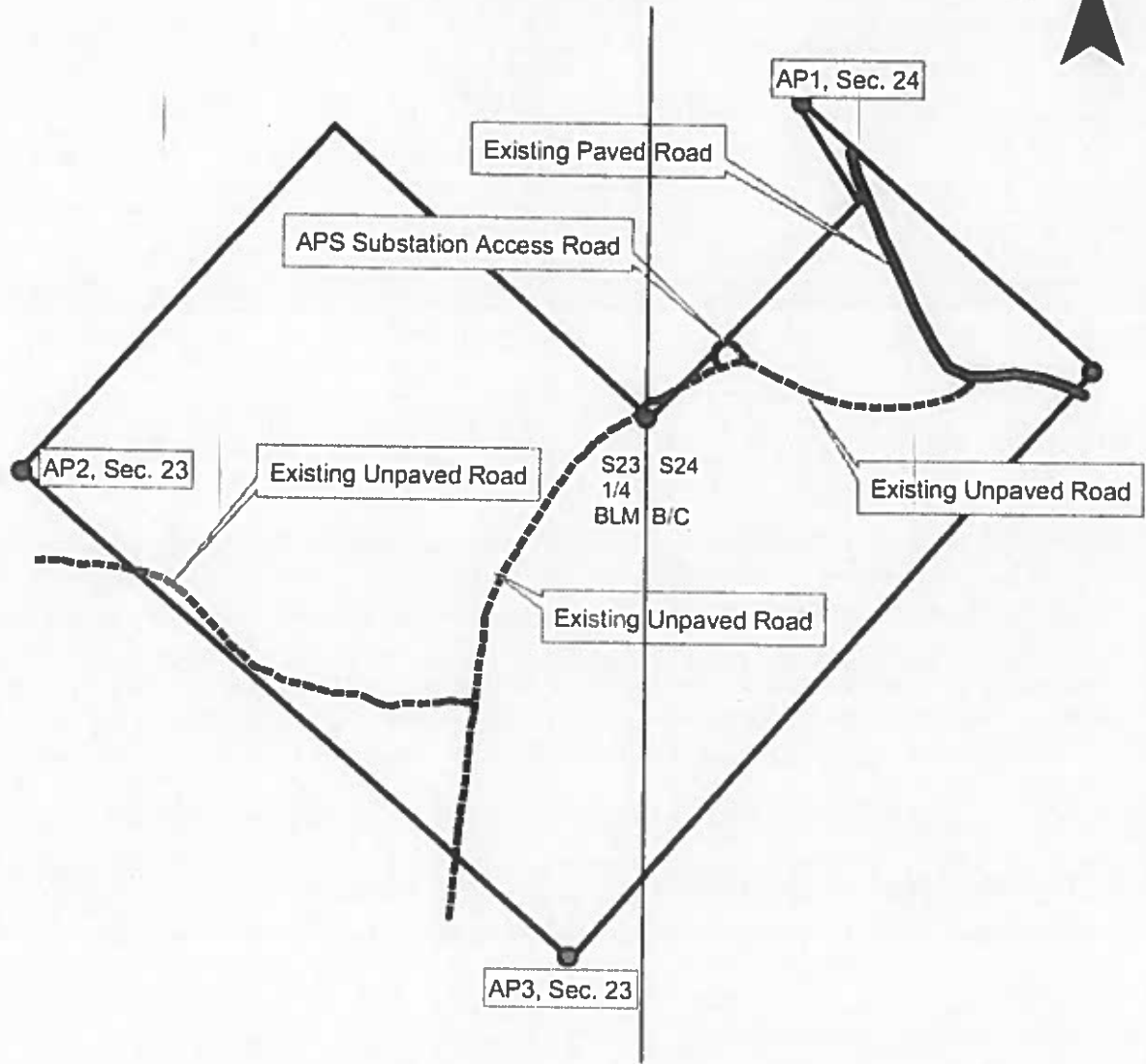
April 15, 2005

This plan is strictly conformable to the approved field notes and the survey, having been carefully checked in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

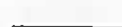
Stephen K. Hornum  
741 Cathedral Square of America

# EXHIBIT A

N



Roads Reserved by the United States Across Tract 39,  
Sections 23 and 24, T. 30 N., R. 2 E., G&SRM



Existing Paved Road  
(Forest Road 605C)



Existing Unpaved Roads  
(Including Forest Road 2607, the APS  
Substation Access Segment of Road 2607,  
and a Segment of Road from Forest Road 2607  
to the Boundary Line of Tract 39)



Tract 39

Scale 1:6,000

June 2007

0 0.05 0.1 0.2 Miles

## NOTICES AND COVENANTS

### HAZARDOUS SUBSTANCE NOTIFICATION

(A) Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that an undetermined amount of hazardous materials, including pesticides and strychnine were stored on the property in and around 1992. All hazardous materials were removed prior to conveyance of the property. In 2005, it was discovered that the powder house building was constructed using creosote-treated wood. In May 2006, the building was demolished and removed from the Property. All creosote-contaminated material has been removed from the Property. In addition, debris/trash from a small solid waste dump was removed from the Property.

(B) Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

### **3. NOTICE REGARDING LEAD-BASED PAINT (LBP)**

(A) Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

### **4. ASBESTOS CONTAINING MATERIALS (ACM)**

(A) Except for the statements made above in paragraphs (A) and (B) in the section titled "Hazardous Substance Notification," no warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(B) The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the Grantor and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Grantee against the Grantor including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(C) Grantee hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing material associated with the property, including, but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. Accordingly, Grantee hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by an person or entity under any Federal, State, or local law, including, but not limited to environmental and tort laws, with respect to any lead-based paint and/or asbestos-containing building material associated with the property. This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.



## EDUCATION LAND GRANT ACT APPLICATION

Grand Canyon Unified School District #4

1 Boulder Street PO Box 519

Grand Canyon, AZ 86023

928-638-2461 x 400

### Background information

The building and facilities of the Grand Canyon Unified School District are located within the boundaries of the Grand Canyon National Park. The school district north-south boundary begins at the South Rim of the Canyon and extends south approximately 20 miles. Most students have parents who live and work in Grand Canyon National Park or Tusayan, a village just south of the entrance station on US Hwy. 64. Some students live as far away as Valle (35 miles) or Williams (50 miles) but have one or both parents who are employed in or near Grand Canyon National Park. The major employers include the National Park Service, the U.S. Forest Service, Park concessionaires of which Xanterra is the largest, Grand Canyon Association and the hotel, food service and tourist services in Tusayan.

The population of Grand Canyon National Park and Tusayan is approximately 2300 in the winter and 3200 during the summer tourist season. The school district enrolls approximately 340 students in Kindergarten through 12<sup>th</sup> grade. The Kaibab Learning Center was built to provide preschool and day care for a fee. The school district contracts with KLC to serve preschool children with disabilities and KLC provides summer day programs for school aged children.

The student population at Grand Canyon is ethnically diverse. 28% of the students attending school in the district are American Indian, 1% Asian, 2% Black, 21% Hispanic and 48% White. American Indian students generally belong to the Navajo, Hopi, Havasupai or Hualapai tribes.

1. A legal description of the land requested, including appropriate maps that accurately depict the area requested.

A map of the area within the Tusayan Ranger District is included in *Appendix A*. The proposed 80 acres are located in Township 30 North, Range 2 East, Sections 23 and the West ½ of Section 24. The land requested is surrounded by private land to the North, an airport to the East and Forest Service land to the West and South, none of which is available for a school site. It is in an area that is limited for multiple use management. Maps of the proposed site and school district are located in *Appendix A*, along with an aerial view of the site area. A more formal description of the site will be provided following the BLM survey that will be completed upon approval of this application.

2. A statement that the conveyed NFS land will be used for a public or publicly funded elementary or secondary school to provide grounds or facilities for that school.

The development of the ELGA land will involve a 3-phase plan:

Phase I: Installation of fields, courts and infrastructure for school facilities.

The outdoor recreational facilities proposed for the high school include 1 regulation baseball field, 2 regulation softball fields, an outdoor track/soccer field, outdoor courts for tennis, volleyball and basketball, storage, concessions and restroom facilities. The utility lines for potable and reclaimed water, utilities and sewer are located adjacent to the ELGA land and can be readily extended to the proposed facilities. (See site plan with proposed utility, water and sewer access routes in *Appendix A*)

Phase II: Building district office, BIA dormitory for American Indian students and Coconino County Joint Use Facility

The school district offices are currently located in the high school building. As the population of the high school increases, and before it reaches the 140 student level required for State funding of new high school facilities, this space will be needed for classrooms. Currently, school board and other public meetings are held in the library or the Multi-purpose Room (MPR). The MPR is also used for athletic and student performance practices, performances, community events and student activities. Frequently, there are scheduling conflicts among the various school groups needing to use the MPR and public meetings or activities that may or may not be related to the school. Separate buildings for the district office and maintenance facilities are proposed for the Northwest quadrant of the ELGA site. This would include bus parking and a small lot for staff parking, which would later be expanded when the school facilities are built.

As indicated above, the student population at Grand Canyon is ethnically diverse, with 28% of the students attending school in the district being American Indian. There are no boarding facilities for these students at the Grand Canyon and this presents an issue for some American Indian students. For example, there is a K-8 school on the Havasupai Reservation (located in the Grand Canyon) that is operated by the Bureau of Indian Affairs (BIA). There is no high school available on the reservation, so unless their parents live and work on the South Rim, these students are unable to live in the Park and attend high school in the Grand Canyon district. To date, most of them have been sent to live with relatives or in boarding schools across the country until they complete or drop out of high school. A portion of the ELGA land would be used for a small boarding facility, not to exceed 20 students (10 male and 10 female) that would be built, staffed and managed by the Bureau of Indian Affairs. BIA would also select the students who would live in the dorm to ensure that there aren't conflicts based on tribal affiliation. These students would attend Grand Canyon High School and an IGA would be developed to specify the responsibilities of each public entity.

The office of the Coconino County School Superintendent has been providing alternative education services to students who are at risk of dropping out of high school. In addition, Coconino Community College (CCC) provides concurrent enrollment classes for high school students and regular college classes for adults. Beginning in the 2005-06 school year, CCC will also provide adult education, which may include GED Preparation, Citizenship and English as a Second Language classes. These classes are offered through

Interactive television facilities or direct instruction and are open to high school students aged 16 and older as well as adults in the community. This proposal includes space for a separate facility for an alternative school, adult education and the Community College classes. These will include concurrent and dual enrollment classes which CCC already provides to Grand Canyon High School students pursuant to an intergovernmental agreement between the school district and the community college. CCC also provides vocational courses that supplement those provided at Grand Canyon High School. The proposed facility would be used for these vocational courses as well as more traditional course offerings.

Phase III: Building high school and alternative school facilities.

As the population of the high school approaches 140 students from its current population of approximately 100, the district will seek funding from the Arizona School Facilities Board and Federal Impact Aid program to build a new high school on the ELGA land. The school administration and governing board are committed to maintaining high quality education programs at the school, including the facilities required to support those programs. This is evidenced by the governing board's adoption of International Baccalaureate programs for Kindergarten through 12<sup>th</sup> grade. The school district is beginning its second year of implementation for the Primary Years (K-5) and Middle Years (6-10). Authorization of both programs and the designation as an IB World School is anticipated by May, 2007. In order to receive IB approval, the school must maintain adequate library, laboratory and classroom space to support these programs.

**3. Documentation that the total acreage requested is the minimum amount necessary for the intended purpose.**

The Site Plan for the proposed high school is included in *Appendix A* and is drawn to scale, utilizing 80 acres of land, minus an area in which no buildings may be built. This area is indicated on the site plan with a solid line running parallel to the border with Grand Canyon National Park Airport. The site plan includes the identified space and facility requirements for recreational facilities, a new high school and cooperative educational use facilities between the Grand Canyon Unified School District and other agencies, such as Coconino Community College and Coconino County. Letters of support from these agencies are included in *Appendix B*.

The Biological Interpretive Center is an area where students would study the local plants, animals and geological features. It would support a natural habitat for indigenous animals, insects and plants. The school administration is sensitive to the location and would not create an environment that would increase the number of birds in the area due to its proximity to the airport.

If approved and funded by the BIA, the proposed dorm will provide an on-site residential facility for Indian students in order for them to access the High School. It is anticipated that the students most likely to utilize these facilities would come from the Havasupai or Navajo reservations. The dorm would be limited to 20 students, 10 male and 10 female, with the BIA funding construction, maintenance and operations, including 24-hour supervision. The school is currently discussing this facility with Jim Hastings, the

Education Director of the BIA Hopi Agency which is responsible for providing educational services to Indian students in Northern Arizona. If the BIA does not agree to fund construction of the facility, as well as its maintenance and operations, it will not be built.

The CCC/Alternative School is an on-site facility for Coconino Community College and programs operated by Coconino County, such as alternative education, adult education, vocational and staff development classes. College classes will be available for students from Grand Canyon High School through concurrent or dual enrollment, as well as to community members. Increasing vocational programs at the high school is a priority for the high school. Some of these facilities will be in the high school building itself and others, including classroom instructional space, will be located in the CCC/Alternative School building. The Joint Technology Educational District, CAVIAT, anticipates that funding will increase within the CAVIAT district due to increased enrollment. This funding is available to help with construction, start-up and operational costs for the school's vocational programs (See letter from CAVIAT in *Appendix C*).

Athletic fields and facilities will be required to support high school and middle school athletic programs. Currently there are frequent conflicts with existing facilities inside the Park and these will be exacerbated with a significant increase in the school enrollment. For example, there is only one baseball field at the current school site, which is used for both baseball and softball. This results in inevitable scheduling problems between baseball games and softball practice. There are also conflicts between High School and Middle School schedules. Extra-curricular activities, especially athletics, improve eye-hand coordination, concentration and provide a major incentive for students to attend school and keep their grades up. Physical exercise also reduces the likelihood that a child will be obese, which is a national major health issue and affects many students in the district. Accordingly, the proposed recreational facilities are an integral part of the balanced educational program offered by the school district.

There is a soccer field on the current school site that is surrounded by a track. However, because the track is not of regulation size it cannot be used for competitive track meets. This means that the students have to travel for all league track meets which can involve a one-way drive of between 2 and 6 hours. With a regulation track, the school will be able to schedule track meets at Grand Canyon High School and reduce the travel time for students, as well as the associated costs. The ELGA proposal includes a regulation track, a High School soccer field, two regulation softball fields for Girls' softball and one regulation baseball field. There is an area for tennis, racquetball and outdoor basketball, as well as storage, restrooms and concession areas. The Coconino County Board of Supervisors has indicated its support for these facilities and its intention to include their development in its Master Plan, grant applications and any related elections that might take place. A personal letter of support from Carl Taylor of the Coconino County Board of Supervisors and a letter from Mr. Taylor expressing the support of the entire Coconino County Board of Supervisors are included in *Appendix B*.

**4. Documentation of other alternatives considered, such as private, local government, or State lands, and the reasons(s) why they cannot accommodate this need.**

The land requested in this ELGA application is surrounded by private land to the North, an airport to the East and Forest Service land to the West and South, none of which is available for a school site (See site plan in *Appendix A*). The land requested is in an area that is limited for multiple use management. Development of the school site will provide a margin of safety for the unincorporated community of Tusayan and is also consistent with its Wildfire Protection Plan.

As indicated by the letter from Grand Canyon National Park Superintendent Joseph Alston (See *Appendix D*), there is no land inside of the National Park to expand the current school site. Also, there is no local government in the area with resources to make available for this purpose. State lands are remote and access for construction and transportation purposes would not be feasible even if these lands were made available. Letters from the private land owners are attached, indicating that there is limited vacant private land available in this area and the cost of purchasing any private land to build a new school would be prohibitive. There is also a map that contains the location of the vacant parcels of land (See *Appendix D*). From this map, it is clear that even if private landowners were to donate land for a new school, there are no large parcels or sufficient contiguous small parcels of land to accommodate the space needed for a new high school and related facilities.

**5. Documentation that the conveyed land is within the applicant school district and contiguous to an existing school. If either of these two conditions is not met, the applicant school district must:**

- a. Demonstrate the objective educational benefit which will be served by the conveyance, and
- b. Provide documentation on how access to the conveyed land will be obtained.

The land requested is within the boundaries of the Grand Canyon Unified School District. (A map of the district is included in *Appendix A*) The area of requested land is indicated on the site map (also in *Appendix A*). The land is not contiguous to the site because it is located outside of the Grand Canyon National Park, although it is in an area that is close to the National Park boundary. The educational benefit which will be served by the conveyance is described in items number 2. and 3. above.

Since the road is not contiguous to the existing school district, access will be obtained as follows: The main road leading to the requested land is owned by the U.S. Forest Service, which has granted a 30-year lease to the South Grand Canyon Sanitary District. This is a paved public roadway maintained by the District to provide public access on the eastern side of the proposed school site. There is an alternate access to the proposed site on RP

Drive through Canyon Pines Mobile Home Park. Additional roads on the site will need to be constructed after conveyance of the land.

**6. The applicant is financially and otherwise capable of implementing the proposed project.**

The school district has several sources of funding available to ensure that the proposed plan is viable:

- a. When enrollment reaches 140 students, the current facility will no longer be able to accommodate that number of high school students. The state School Facilities Board (SFB) will be required to provide funding for new school facilities at that point (See letter from SFB and information on the Arizona School Facilities Board in *Appendix B*). Related to the enrollment issue is the fact that the Grand Canyon school district governing board has requested a meeting with the Williams school district governing board to discuss changing boundaries for both districts. If approved following the procedures outlined in ARS 15-442, *et seq*, Grand Canyon USD would expand to include areas north of Valle and East of US 64. It is logical for students living in those areas to attend school at Grand Canyon, which is closer to where they live. The increased membership would provide additional operational revenue based on increased enrollment and is likely to increase high school enrollment to the 140 student mark within the next 5-7 years.
- b. The school generates approximately \$740,000 in impact aid each year and is limited to spending only 25% of that money under the state equalization formula. The balance is used to reduce taxes but is available for capital projects if the governing board calls for an election and the voters approve this expenditure. The voters in the Grand Canyon Unified School District have consistently approved overrides to support school projects and it is very likely that they will do so for the new high school (See Impact Aid funding Information in *Appendix E*).
- c. Cooperative agreement will provide financial assistance for construction of some facilities. For example, it is anticipated that the BIA will build and staff the dorm for Indian students or it will not be built. Coconino County will include the construction of athletic fields and related structures (restrooms, storage, etc.) in its Master Plan and any grants that it submits for open area development or recreational facilities. The County supports joint development and use of public school facilities since they will serve the community and the public as well as the school. (See letter from the Coconino County Board of Supervisors in *Appendix C*) The Coconino Community College will also include construction of this building in its planning and has included a letter of support for this ELGA application (See letter from CCC in *Appendix C*).
- d. Finally, the federal government has construction money available for Impact Aid districts. This requires a separate application from the operational funds described in subparagraph a. above, but has been used to build facilities on Indian lands, military bases and federal lands. The district would apply for these funds to support construction of the proposed facilities (See Impact Aid construction program information in *Appendix E*).



7. **Reasons why the applicant school district feels that the conveyance of NFS lands for educational purposes outweigh the public objectives and values that would be served by keeping the land in the National Forest System.**

This land is difficult for the Forest Service to manage because it is bounded by private facilities such as the APS substation, Grand Canyon National Park Airport and Tusayan businesses, which limits the ability of the Forest Service to manage the area for commodity use and wildlife habitat.

The purpose for which this land is sought is consistent with the purpose of the Education Land Grant Act (ELGA). This application seeks such land for providing infrastructure and facilities for a new Grand Canyon High School, including athletic and environmental education areas, a high school building, district office, maintenance facility and cooperative use facilities that support education in the Grand Canyon/Tusayan area.

8. **A development plan that describes the proposed public educational use of the conveyed land, the type(s) of facilities that will be constructed and their location, proposed access, utility routes, environmental controls during construction, and estimated construction times. The development plan must be included in the environmental assessment of the proposed conveyance.**

Phase I. Installation of fields, courts and infrastructure for school recreational facilities. Projected completion: 5 years from date of conveyance.

The applicant school district has support from the Coconino County Board of Supervisors to include construction of these facilities in the county Master Plan for parks and recreational facilities. In addition, the County will include these facilities in any grants for which it applies. The school district will also apply for other sources of public and private financing. It is estimated that construction of Phase I facilities would begin within a 5 year period from the time the ELGA land is conveyed to the school district, and completed no more than 24 months later. Some of the private sources of funding may include Arizona Public Service, Rotary International and other funding organizations. The school district will also approach the Arizona Diamondbacks about building a baseball field and perhaps the softball fields. If a player or the team agrees to do this, construction would occur within a year from the date of approval. It is likely that interest for building a field at the Grand Canyon would be high since the player or team would have naming rights for any fields that they build.

Phase II – Building the school district office and BIA dormitory for Indian Students. Projected completion: 5 years from date of conveyance.

One of the conditions for building a dormitory on site is that BIA must fund construction of the dormitory and staff it. This construction can occur as soon as BIA approves the facility and makes the funding available. The school district office will require another source of public funding. The current options include a bond election or an override election to use Impact Aid funds for construction.

Phase III – Construction of a new Grand Canyon High School. Projected completion: 7-10 years from date of conveyance.

Once the population of Grand Canyon High School reaches the point where current facilities are deemed inadequate by the state School Facilities Board (SFB), the state will provide funding for new facilities. This point has been set at 140 students (See letter from the SFB in *Appendix B*) Since the Park Superintendent has stated that additional space for a new high school is not available within the Park boundaries, SFB would have to fund classroom space and support facilities such as cafeteria, gymnasium and auditorium.

Utilities are readily accessible for the proposed buildings and facilities on the requested site:

Electricity. The site wraps around the Arizona Public Service (APS) electric substation which has the capacity to fully service the school and related facilities. There is a proposal for the Tusayan-Grand Canyon Sustainable Energy Project which would be located next to the school site. When this plant is operational, the school will utilize that source of electricity if it is economically advantageous to do so.

Water. A 10" reclaimed water line runs through the site. Reclaimed water will be used to water the athletic fields, common areas (where needed) and the biological/interpretive center. The South Grand Canyon Sanitary District pays \$65 per year to run a 10" reclaimed water line within approximately 60' of roadway easement. The Sanitary District has no objection to additional utilities using the roadway easement as long as all local, county, state and federal guidelines are followed, especially separation of potable water, reclaimed water and sewer lines. A letter from Pete Shearer, the Chairman of the South Grand Canyon Water District is included in *Appendix D* and states that the District has sufficient reclaimed water to meet the new school site irrigation needs. The school district would need to install a reclaimed water storage tank for this purpose and is willing and able to do so.

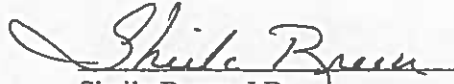
A 6" potable water main runs to Canyon Pines Mobile Home Park adjacent to the proposed site. An 8" potable water main runs to the east of the site, approximately 1000' from the eastern boundary. The school district has the option of purchasing water from the Tusayan Water Development Association but will need to ensure that it plans sufficient water storage for both potable and reclaimed water. (See letter from the T.W.D.A. in *Appendix D*)

Sewer. An 8" sewer main runs approximately 1000' from the eastern boundary. Also, parallel to the northern boundary, there is a 10" main sewer line. Use of this 10" line would require an easement from the property owners if this route is to be used by the school. See the Site Plan map in *Appendix A* for projected locations of utility lines.

Construction will be in accordance with those environmental controls required by the State, Coconino County Planning & Zoning and the Tusayan Area Plan, including height restrictions and color schemes. Because of its location in the Grand Canyon National Park, the school district has been very sensitive to environmental issues and

will ensure that any mitigation identified in the Environmental Analysis will be incorporated into applicable Requests for Proposal to ensure that contractors follow the required procedures. In addition, environmentally friendly construction practices will be followed.

This application is hereby submitted on this 17<sup>th</sup> day of July, 2005.

  
Sheila Breen, J.D.  
Superintendent  
Grand Canyon Unified School  
District No. 4

Copies sent this 27<sup>th</sup> day of July, 2005 to:

Charles Wahler, Governing Board President  
Tammie Harris, Governing Board Secretary  
Clarinda Vail, Governing Board Member  
Bess Foster, Governing Board Member  
Emmons Berry, Governing Board Member  
Pete Shearer, ELGA Committee Member  
Andrew Aldaz, ELGA Committee Member  
Pete Barker, HGA Consultant

## Appendix A

**Attachment B - Decision Notice and Conveyance**

# Grand Canyon Unified School District #4

1 Boulder Street Grand Canyon AZ 86023 (928) 638-2461 Phone & Fax

Sheila Breen, J.D.  
Superintendent

Robert Kelso  
Principal

July 6, 2005

Mr. Richard Stahn  
District Ranger  
Tusayan Ranger District  
PO Box 3088  
Grand Canyon, AZ 86023-3088

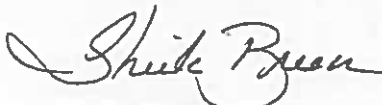
RE: Education Land Grant Act Application

Dear Mr. Stahn:

I am sending you the Education Land Grant Act application for Grand Canyon Unified School District. I believe this application addresses all of the areas required by the Act. The appendices include supplemental information regarding the proposed use of the land, letters of support for proposed joint development and use of educational facilities, and documentation that there is no alternative location for a new school in this area.

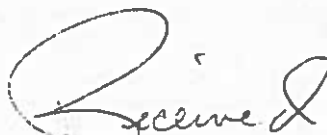
Thank you for your cooperation and technical assistance in preparing this application. The ELGA Committee, the Grand Canyon Unified School District Governing Board and I will look forward to your response.

Sincerely,



Sheila Breen, J.D.  
Superintendent

Enclosures



07/07/05





United States  
Department of  
Agriculture

Forest  
Service

Tusayan Ranger  
District

P.O. Box 3088  
Grand Canyon, AZ 86023-3088  
(928) 638-2443

File Code: 1950/1950-1

Date: July 15, 2005

Sheila Breen  
Superintendent  
Grand Canyon Unified School District #4  
1 Boulder Street  
Grand Canyon, AZ 86023

Dear Sheila:

I received your Education Land Grant Act (ELGA) application on July 7, 2005. After carefully reviewing your application and ensuring that you have addressed the requirements as stated in the Act, I have made the decision to accept your application. The Forest Service will proceed with the environmental analysis process as required by law. If you have any questions please contact me at 638-2443.

Sincerely,

RICHARD STAHN  
District Ranger

cc: Liz Schuppert  
Tom Mutz  
Mike Williams





WHEN RECORDED MAIL TO:

Barclay Dick  
State of Arizona  
Arizona Dept. of Transportation  
Aeronautics Division  
255 East Osborn Road  
Phoenix AZ 85012

## AVIGATION EASEMENT

**GRAND CANYON UNIFIED SCHOOL DISTRICT #4** (hereinafter called "Grantor"), is the owner of the following described real property located in Coconino County, Arizona (hereinafter called "Grantor's Property"):

Tract 39, of Sections 23 and 24, Township 30 North, Range 2 East of the Gila and Salt River Meridian, Coconino County, Arizona.

Grantor, for itself and its successors, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the **STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION**, (hereinafter called "Grantee"), and to its successors and assigns, for the use and benefit of the public, a perpetual avigation easement and right-of-way for the unobstructed and unrestricted passage of all types of aircraft in, through, and across the airspace over and above the land described as the Southeast 500.00 feet of said Tract 39, running parallel to and Northwest of the Southeast line of said Tract 39 and terminating at the Northeast and Southwest lines of said Tract 39, at any altitude or height above the surface of the land. Said avigation easement area contains approximately 26.0± acres.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including but not limited to the right to cause in all airspace above and in the vicinity of the surface of Grantors' property such noise, vibration, fumes, deposits of dust or other particulate matter, fuel particles (which are incident to the normal operation of said aircraft) and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on Grand Canyon National Park Airport is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Grand Canyon National Park Airport. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter developed, for the purpose of transporting persons or property through the air by whoever owned or operated.

Grantor does hereby covenant and agree that it will not erect, maintain, or allow any habitable buildings to be placed or constructed on the avigation easement area, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property.

Grantor does hereby further covenant and agree that it will use the avigation easement area for parking lots, open-air assembly areas such as athletic fields, and non-habitable buildings such as restrooms or storage sheds, and at the sole option of the Grantee, will mark and light as obstructions to air navigation, any such building, structure or other object now upon, or which in the future may be upon Grantor's property.

Grantor does hereby further give and grant to the Grantee a continuing right of entry upon the aforesaid land for the purpose of removing and preventing the natural growths or trees affecting navigable airspace that are considered hazardous to aircraft.

Grantor does hereby further covenant and agree that it will comply with lighting restrictions by shielding light fixtures within the easement so the light is cast downward and does not become hazardous to airport operations and aircraft.

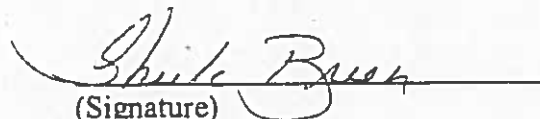
Grantee agrees that the Grand Canyon National Park Airport, for the benefit of which the avigation easement and property interest are herein granted, will be operated as a public airport upon fair and reasonable terms and without unjust discrimination and will not impose unreasonable or unnecessary terms upon Grantor or its use of the property for the operation of a public school and facilities related to that purpose.

It is understood and agreed that these covenants and agreements shall run with the land.

IN WITNESS WHEREOF, **GRAND CANYON UNIFIED SCHOOL DISTRICT #4** has caused this Avigation Easement to be executed by its duly authorized representative, this 9<sup>th</sup> day of April, 2008.

**GRAND CANYON UNIFIED SCHOOL DISTRICT #4**

By: Sheila Breen  
Title: School Superintendent

  
(Signature)

ACKNOWLEDGMENT

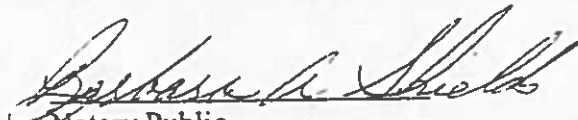
STATE OF ARIZONA        }  
                                      } ss  
COUNTY OF COCONINO    }

This instrument was acknowledged before me this 9<sup>TH</sup> day of April, 2008  
by Sheila Breen.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires:

4-12-2011

  
Notary Public





WHEN RECORDED MAIL TO:

Ryan Jagels

Land Agent I

Arizona Public Service Company

PO Box 53933, MS: 3016

Phoenix AZ 85072-3933

## ROADWAY EASEMENT

Page 1 of 2

### KNOWN ALL MEN BY THESE PRESENT:

In Consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, **GRAND CANYON UNIFIED SCHOOL DISTRICT #4**, (Grantor), being the record owners of the parcels of land described below as "Grantor's Property", on this 7<sup>th</sup> day of April, 2008 does hereby grant and convey to the **Arizona Public Service Company**, a non-exclusive permanent easement, 20 feet in width, for a roadway, upon, across, over, and under the surface of Grantor's Property as more particularly described below as the "Easement Area."

Granting of this easement does not require Grantor to construct or maintain any roadway or utility facilities or pay the cost thereof.

### Grantor's Property

The property across which this easement is granted is situated in Coconino County, Arizona, and is described as follows:

Tract 39, of Section 23 and 24, Township 30 North, Range 2 East of the Gila and Salt River Meridian, Coconino County, Arizona.

Said roadway "Easement Area" being more particularly delineated on Exhibit "A", attached hereto and made a part hereof:

GRAND CANYON UNIFIED SCHOOL  
DISTRICT #4

By: *Sheila Green*

Its: *Superintendent*

*Sheila Green*  
(Signature)

STATE OF ARIZONA

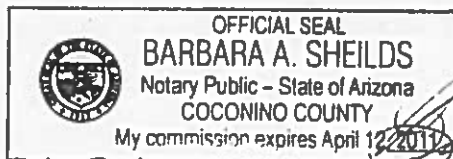
County of

*COCONINO*

} ss.  
}

This instrument was acknowledged before me this *9<sup>TH</sup>* day of *April* *2008* by *Grand Canyon USD #4*  
(Month) (Year) (Grantor)

IN WITNESS WHEREOF I hereunto set my hand and official seal.



My Commission Expires:

*4-12-2011*

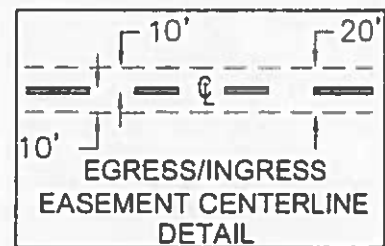
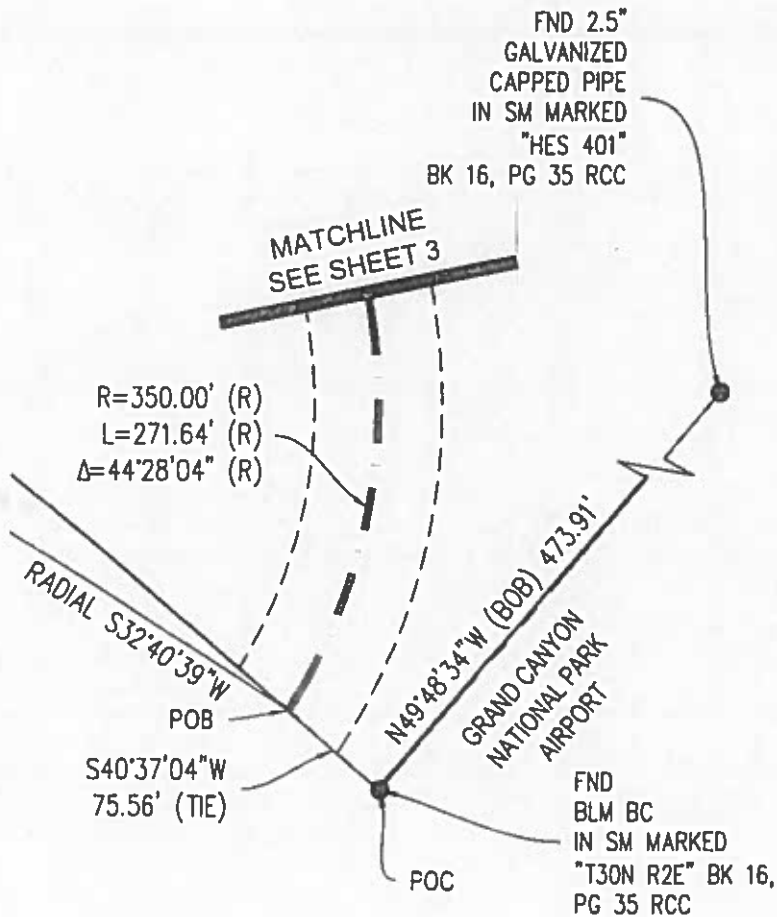
*Barbara A. Shields*  
Notary Public

**EXHIBIT "A"**  
**ARIZONA PUBLIC SERVICE COMPANY**  
 20' EGRESS/INGRESS EASEMENT EXHIBIT  
 W 1/2 OF SEC 24, T30N, R2E, OF THE G&SRM,  
 COCONINO COUNTY, ARIZONA



**NTS**  
**LEGEND**

|       |  |
|-------|--|
|       | BREAK LINE                                 |
|       | EXISTING EASEMENT                          |
|       | PROPOSED $\phi$ APS<br>EASEMENT LINE       |
| BC    | BRASS CAP                                  |
| BK    | BOOK                                       |
| (BOB) | BASIS OF BEARING                           |
| FND   | FOUND                                      |
| PG    | PAGE                                       |
| POC   | POINT OF<br>COMMENCEMENT                   |
| POB   | POINT OF<br>BEGINNING                      |
| POT   | POINT OF<br>TERMINATION                    |
| (R)   | RECORD PER BK 16,<br>PG 35, RCC            |
| RCC   | RECORDS OF<br>COCONINO COUNTY              |
| SM    | STONE MOUND                                |
| USBLM | UNITED STATES BUREAU<br>OF LAND MANAGEMENT |



**EGRESS/INGRESS  
 EASEMENT EXHIBIT**

DATE: OCTOBER 12, 2007

VERSION #: 2

DRAWN BY: BRC

REVIEWED BY: JWW, DRF

APS PROJECT: 0000

JOB#: 1027.0106.34



W 1/4 SEC 24  
FND BLM BC  
"AP1" USBLM  
SURVEY 1247-C

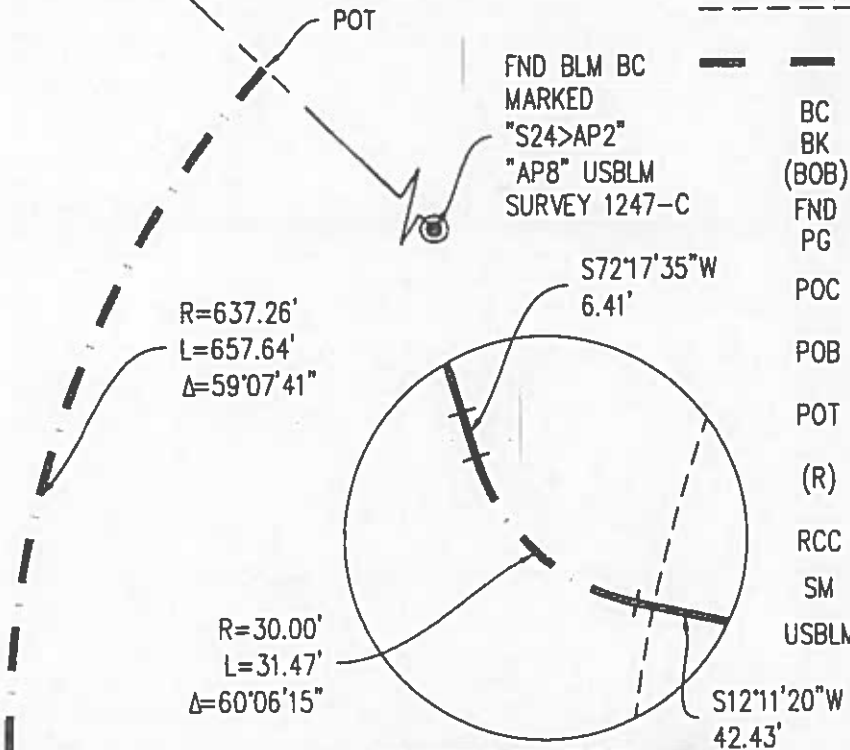
# EXHIBIT "A" ARIZONA PUBLIC SERVICE COMPANY 20' EGRESS/INGRESS EASEMENT EXHIBIT W 1/2 OF SEC 24, T30N, R2E, OF THE G&SRM, COCONINO COUNTY, ARIZONA



NTS

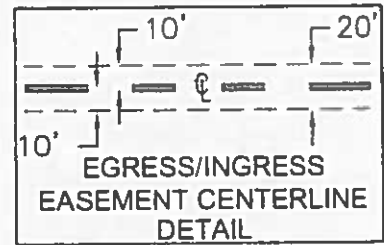
## LEGEND

- BREAK LINE
- EXISTING EASEMENT
- PROPOSED  $\phi$  APS  
EASEMENT LINE
- BRASS CAP
- BOOK
- BASIS OF BEARING
- FOUND
- PAGE
- POINT OF  
COMMENCEMENT
- POINT OF  
BEGINNING
- POINT OF  
TERMINATION
- RECORD PER BK 16,  
PG 35, RCC
- RECORDS OF  
COCONINO COUNTY
- STONE MOUND
- UNITED STATES BUREAU  
OF LAND MANAGEMENT



## DETAIL "A"

NTS



## EGRESS/INGRESS EASEMENT EXHIBIT

DATE: OCTOBER 12, 2007

VERSION #: 2

DRAWN BY: BRC

REVIEWED BY: JWW, DRF

APS PROJECT: 0000

JOB#: 1027.0106.34



## EASEMENT AREA

14,766 +/- SQUARE FEET  
0.339 +/- ACRES



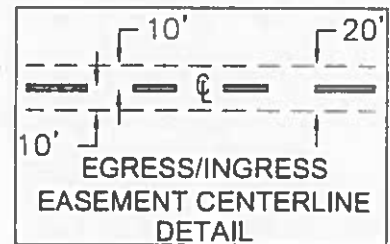
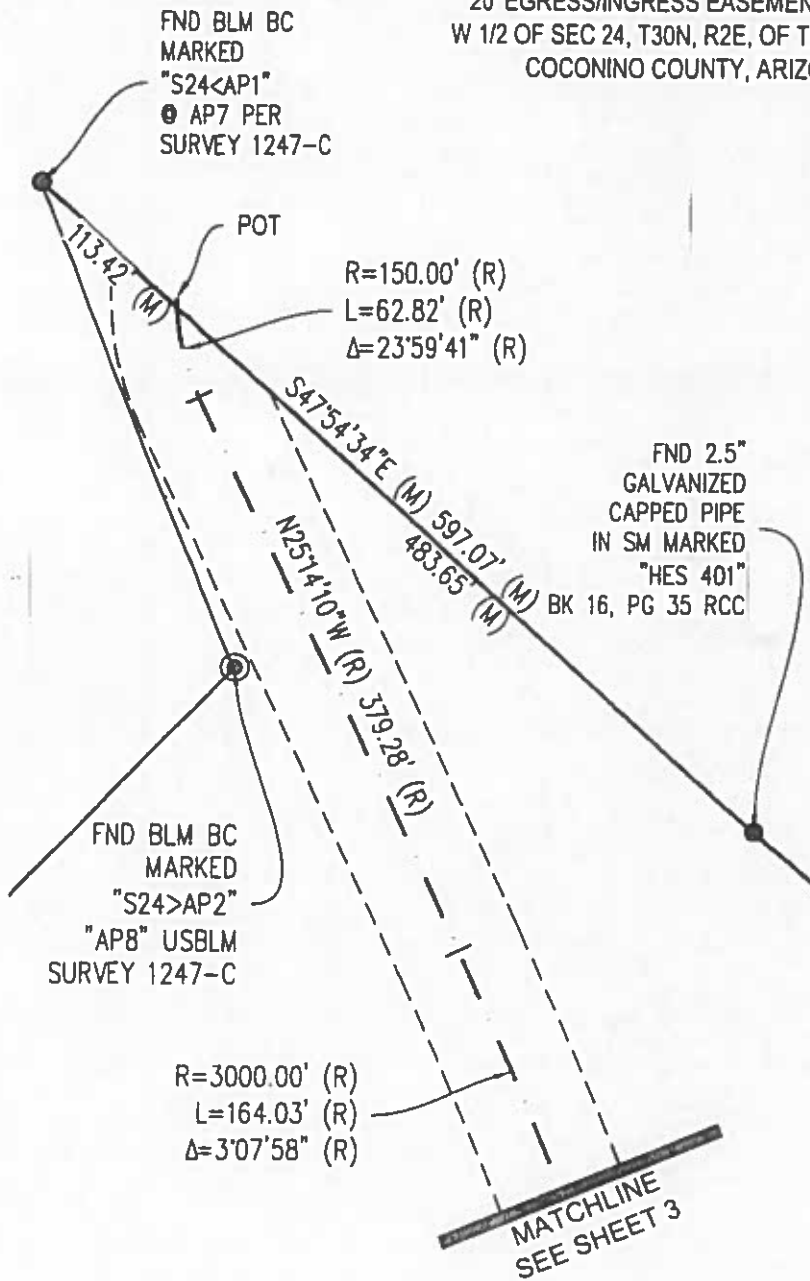
# EXHIBIT "A" ARIZONA PUBLIC SERVICE COMPANY

20' EGRESS/INGRESS EASEMENT EXHIBIT  
W 1/2 OF SEC 24, T30N, R2E, OF THE G&SRM,  
COCONINO COUNTY, ARIZONA



## LEGEND

|       |   |
|-------|---|
|       | BREAK LINE                              |
|       | EXISTING EASEMENT                       |
|       | PROPOSED EASEMENT                       |
|       | EASEMENT LINE                           |
| BC    | BRASS CAP                               |
| BK    | BOOK                                    |
| (BOB) | BASIS OF BEARING                        |
| FND   | FOUND                                   |
| (M)   | MEASURED                                |
| PG    | PAGE                                    |
| POC   | POINT OF COMMENCEMENT                   |
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| SM    | STONE MOUND                             |
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